

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

BCG, INC. and CHESAPEAKE PRODUCTS &
SERVICES, INC.,

Plaintiffs,

v.

GLEs, INC., d/b/a SWEET OIL COMPANY,

Defendant/Third-Party
Plaintiff,

v.

SUNOCO, INC.,

Third-Party
Defendant.

C.A. No. 07-cv-207 (GMS)

TRIAL BY JURY OF TWELVE
DEMANDED

**PLAINTIFFS' OPPOSITION TO DEFENDANT'S MOTION *IN LIMINE* TO
PRECLUDE ADMISSION OF EVIDENCE AND TESTIMONY OF ALLEGED
DAMAGES SUFFERED BY CHESAPEAKE PRODUCTS & SERVICES, INC.**

Defendant GLeS, Inc. d/b/a Sweet Oil ("Sweet Oil") has moved *in limine* to preclude the admission of evidence and testimony of alleged damages suffered by Plaintiff Chesapeake Products & Services, Inc. ("Chesapeake"). For reasons that follow, the motion must be denied.

The plaintiffs in this action include both Chesapeake and BCG, Inc. ("BCG"). Chesapeake is a qualified Subchapter S subsidiary of BCG, which is owned by brothers William and Charles Glenn. *See* Exhibits "A" and "B". A consolidated balance sheet is used for the two entities. *See* Exhibit "A", p. 16.

Contrary to Sweet Oil's suggestion, all business at the Laurel Oasis location is operated through Chesapeake, the BCG subsidiary. *See* Exhibit "A", p. 12.¹ Chesapeake holds the lease

¹ For tax purposes, all profit and loss from Chesapeake flows up to the parent BCG.

for the entire 4.46 acre Laurel Oasis property, which includes the integrated businesses of a travel plaza with motor fuel, convenience store, Hardees fast food restaurant, and a separate restaurant. *See* Exhibits "C" and "D". As Mr. Glenn testified at his deposition, there is no difference in the company that operates the gas and fuel services as opposed to the restaurant and other businesses. *See* Exhibit "A", p. 13.

Sweet claims at page 1 of its motion that "the owners created separate corporate entities to engage in separate parts of the operation of the plaza," and that "BCG sold the motor fuel products." This is inaccurate. BCG sold the motor fuel products, like it sold any other products at the Laurel Oasis location, indirectly through its subsidiary, Chesapeake. And, while Sweet Oil tries to depict Chesapeake as a complete stranger to the motor fuel agreements originally signed between BCG and Peninsula (as assigned to Sweet Oil in 2005), the facts are clear that both Peninsula and Sweet Oil recognized Chesapeake as the party operating the businesses.

While BCG's name is on the contract, Peninsula sold motor fuel to Chesapeake, and accepted payments from Chesapeake. *See* Exhibit "E". After the assignment in 2005, Sweet Oil billed Chesapeake. Moreover, at the time of the assignment, Sweet Oil requested and was given, the right to electronically withdraw funds from Chesapeake's bank account. *See* Exhibit "F". Sweet Oil continued to bill, pay commissions to, and accept payments (totaling \$1,080,750.25) from, Chesapeake throughout the parties' relationship. *See* Exhibits "G", "H" and "I".

When Sweet Oil objected to the plaintiffs' termination of the Laurel Oasis contract, and sent notices to other suppliers, Sweet Oil addressed its communication to Chesapeake, not to BCG. *See* Exhibits "J" and "K". Thus, Sweet Oil's claim that Chesapeake was a complete

stranger to the relationship is unfounded at best.² It is hard to imagine that Sweet Oil would draft monies from the bank account of a “stranger” to the relationship.

Plaintiffs do seek the recovery of contract damages flowing from Sweet Oil’s breach of the Laurel Oasis contract, and included in that claim, as described in the expert report of Arnold Heckman, are damages to the ancillary convenience store and restaurant businesses businesses operated in the same way as the motor fuel business, through Chesapeake, the wholly owned subsidiary of BCG.³ As Mr. Heckman's report explains, “[t]he current business model for these types of operations is to sell gas at very competitive prices . . . [T]he actual 'profit' from gasoline sales is marginal at best . . . Due to the low profit margins, gas is a 'loss leader' to generate traffic for the other profit centers, such as [convenience] stores, restaurants and car washes, where gross profit margins can be upward to 80%.” See Exhibit "L". Thus, the Plaintiffs suffered far greater monetary damages in ancillary sales than in gas sales as a result of Sweet Oil's breach of the Laurel Oasis contract.

Sweet Oil's argument that BCG may not recover its monetary damages because its losses on ancillary sales were first incurred by its wholly-owned subsidiary, Chesapeake, is easily dispatched. As the District Court explained in the case of *Shared Communications Services, Inc. v. Goldenberg Rosenthal, LLP*:

This argument misses the mark. Where it is determined that a parent corporation has incurred actual damages from the breach of a contract to which the parent corporation had privity with the defendants or from a tort in which defendants owed a duty to the parent corporation, it is the parent corporation, not a subsidiary, that has suffered actual damages and thus can assert claims to recover on those damages.⁴

² The Amended Complaint, contrary to Sweet Oil’s contention, requests relief on behalf of the “Plaintiffs,” which includes both entities.

³ Plaintiffs also seek tort damages resulting from Sweet Oil’s intentional interference with plaintiffs’ relationship with other fuel suppliers. See Amended Complaint, Count V.

⁴ 2004 S.D.N.Y. WL 2609546 (Nov. 16, 2004) (rejecting argument that “plaintiff does not have standing to sue because ‘the majority of the claims [belong to] its subsidiaries—the real parties in interest’ that have suffered the damages”). See also 6 WILLIAM MEADE FLETCHER, FLETCHER CYCLOPEDIA OF THE LAW OF CORPORATIONS

Here, the damage to the motor fuel and ancillary businesses were suffered by the plaintiffs in the same way—through Chesapeake to the ultimate detriment of the parent, BCG.

In addition, it is clear that Chesapeake has rights itself under the contract. Under Delaware law, parties may waive rights under and modify the terms of their agreement through their course of performance. *See, e.g., Personnel Decisions, Inc. v. Business Planning Systems*, 2008 Del. Ch. WL 1932404, *5, fn. 21 (May 5, 2008) ("[w]here it is unreasonable to interpret the contract in accordance with the course of performance, the conduct of the parties may be evidence of an agreed modification or waiver by one party"); *see also SLMSoft.Com v. Cross Country Bank*, 2003 Del. Super. Ct. WL 1769770, *11 (Apr. 2, 2003) (holding that party is estopped from denying effectiveness of assignment under anti-assignment clause when party continues to perform for assignees without objection).

Here, Sweet Oil's predecessor recognized Chesapeake as a party to the contract, and the party to which the fuel was sold. When Peninsula and plaintiffs entered into a new contract for the Delmar station in 2002, the same course of dealing was invoked, and both Chesapeake and BCG were made parties to the new contract. See Exhibit "M". Following the assignment to Sweet Oil from Peninsula, Sweet Oil not only recognized Chesapeake as a party to the contract, it asked for and was given access to Chesapeake's bank account as a method of payment. In fact, Sweet Oil makes no distinction between BCG and Chesapeake in its breach of contract counterclaim, where it refers to both singularly as "Plaintiff." Rather, Sweet Oil waited to file a motion for partial summary judgment disguised as a motion *in limine* on the eve of trial, claiming for the first time that BCG is the only party in interest under the contract. This delay is

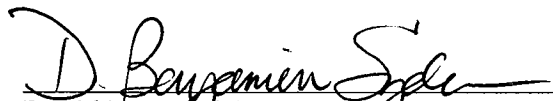
§2586.10 (perm. ed. rev. vol. 2007) ("a parent corporation that was properly joined as the real party plaintiff in interest was held entitled to recover all elements of damages originally asserted by its subsidiary corporation and proven by the evidence").

rightfully fatal to its argument. *See National Union First Insurance Company of Pittsburgh, P.A.*, 1991 Del. Super. Ct. WL 138431 (July 15, 1991) (a real party in interest defense must be raised in a timely fashion or is waived).

Finally, Chesapeake does in fact qualify as a third party beneficiary under the contract. To have standing as a third party beneficiary of a contract, (i) the contracting parties must have intended that the third party beneficiary benefit from the contract, (ii) the benefit must have been intended as a gift or in satisfaction of a preexisting obligation to that person, and (iii) the intent to benefit the third party must be a material part of the parties' purpose in entering into the contract. *Madison Realty Partners v. AG ISA, LLC*, 2001 Del. Ch. WL 406268, at *5 (Apr. 17, 2001).

Here, the parties clearly intended to benefit Chesapeake when they agreed that sales would be made through Chesapeake and funds would be taken from Chesapeake's account. The parties entered into or modified the contract with a clear understanding that Chesapeake would benefit from the agreement made with the parent, BCG. Thus, even if BCG were foreclosed from pursuing its damages claim, Chesapeake has rights under the contract itself, as a third party beneficiary or de facto assignee, and is entitled to its damages (all of which as a practical matter ultimately flow up to the parent in any event).

PRICKETT, JONES & ELLIOTT, P.A.


 David E. Brand (DE Bar No. 201)
 John W. Pardee (DE Bar No. 2767)
 D. Benjamin Snyder (DE Bar No. 4038)
 11 North State Street
 Dover, Delaware 19901
 (302) 674-3841

and

Harry C. Storm
Lerch, Early & Brewer, Chartered
3 Bethesda Metro Center, Suite 460
Bethesda, MD 20814

Date: August 21, 2008

Attorneys for the Plaintiffs

EXHIBIT A



WILCOX & FETZER LTD.

In the Matter Of:

**BCG, Inc. and Chesapeake Products &
Services, Inc.**

V.

GLS, Inc., d/b/a Sweet Oil Company

C.A. # 07-CV-207 (GMS)

Transcript of:

William Glenn

March 27, 2008

Wilcox and Fetzer, Ltd.
Phone: 302-655-0477
Fax: 302-655-0497
Email: depos@wilfet.com
Internet: www.wilfet.com

BCG, Inc. and Chesapeake Products & Services, Inc. v. GLES, Inc., d/b/a Sweet Oil Company

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

BCG, INC., and CHESAPEAKE)
PRODUCTS & SERVICES, INC.,)
)
Plaintiffs,)
)
v.)
)
GLES, INC., d/b/a SWEET OIL)
COMPANY,)
)
Defendant/Third-Party)
Plaintiff,)
)
v.)
)
SUNOCO, INC.,)
)
Third-Party Defendant.)

Rule 30(b)(6) deposition of PLAINTIFFS,
taken through their corporate designee, WILLIAM GLENN,
pursuant to notice at the law offices of Young,
Conaway, Stargatt & Taylor, The Brandywine Building,
1000 West Street, Wilmington, Delaware, beginning at
10:07 a.m., on Thursday, March 27, 2008, before Julie
H. Parrack, RMR-CRR and Notary Public.

APPEARANCES:

HARRY C. STORM, ESQUIRE
Lerch Early & Brewer
Three Bethesda Metro Center, Suite 460
Bethesda, Maryland 20814-5367
On behalf of Plaintiffs

WILCOX & FETZER
1330 King Street - Wilmington, Delaware 19801
(302) 655-0477

www.wilfet.com

BCG, Inc. and Chesapeake Products & Services, Inc. v. GLES, Inc., d/b/a Sweet Oil Company

<p style="text-align: right;">2</p> <p>1 APPEARANCES CONT'D:</p> <p>2 HUGH J. HUTCHISON, ESQUIRE</p> <p>3 Leonard, Sciolla, Hutchison, Leonard</p> <p>4 & Tinari, LLP</p> <p>5 1515 Market Street, 18th Floor</p> <p>6 Philadelphia, Pennsylvania 19102</p> <p>7 On behalf of Defendant GLeS, Inc.,</p> <p>8 d/b/a Sweet Oil Company</p> <p>9 JENNIFER L. LAMBERT, ESQUIRE</p> <p>10 Pepper Hamilton, LLP</p> <p>11 3000 Two Logan Square</p> <p>12 Eighteenth and Arch Street</p> <p>13 Philadelphia, Pennsylvania 19103-2799</p> <p>14 On behalf of Defendant Sunoco, Inc.</p> <p>15</p> <p>16 ALSO PRESENT:</p> <p>17 CHARLES GLENN</p> <p>18 BEN LeROY</p> <p>19 BILL SWEET</p> <p>20 MARK GRECO</p> <p>21 -----</p> <p>22 WILLIAM GLENN,</p> <p>23 the deponent herein, having first been duly</p> <p>24 sworn on oath, was examined and testified as follows:</p> <p>BY MR. HUTCHISON:</p> <p>Q. Mr. Glenn, good morning. My name is Hugh Hutchison. I represent Sweet Oil in an action that was instituted by BCG and Chesapeake Products & Services. You're familiar with that litigation; is that correct?</p> <p>A. Yes.</p>	<p style="text-align: right;">4</p> <p>1 don't show up on a transcript. So please, make a</p> <p>2 verbal answer to my questions.</p> <p>3 Mr. Glenn, have you read the complaint and</p> <p>4 the amended complaint in this case?</p> <p>5 A. I believe so, yes.</p> <p>6 Q. All right. And so you're familiar with the</p> <p>7 claims and the background of the claims that are set</p> <p>8 forth in the complaint?</p> <p>9 A. Yes.</p> <p>10 Q. To the best of your knowledge, are the</p> <p>11 allegations in the complaint true?</p> <p>12 A. Yes.</p> <p>13 Q. And that's after reviewing them --</p> <p>14 A. Yes.</p> <p>15 Q. -- it's your statement that they're true?</p> <p>16 A. Yes.</p> <p>17 Q. I'm going to show you -- and let me just make a</p> <p>18 statement on the record that I hope is acceptable to</p> <p>19 everybody. We had a deposition in this case yesterday</p> <p>20 that you attended. Is that correct?</p> <p>21 A. Yes.</p> <p>22 MR. HUTCHISON: But, Counsel, we marked I</p> <p>23 think 78 exhibits. And I'd propose that we simply use</p> <p>24 the same exhibit numbers --</p>
<p style="text-align: right;">3</p> <p>1 Q. Have you been deposed before?</p> <p>2 A. No.</p> <p>3 Q. Let me just, for your purposes, this is an</p> <p>4 informal proceeding. I'm going to ask you questions</p> <p>5 about the background of the claims and so forth. I'd</p> <p>6 like your answer to my specific question. If you</p> <p>7 don't understand the question or don't hear it, please</p> <p>8 let me know, I'll be happy to repeat it. If you would</p> <p>9 wait until I finish my questions so that we don't talk</p> <p>10 over each other, it will be easier for the court</p> <p>11 reporter.</p> <p>12 If you have any questions about how the</p> <p>13 process is supposed to work or anything, I don't have</p> <p>14 any problem with you, in terms of talking about the</p> <p>15 process, asking your attorney about it. We'd like</p> <p>16 this to be a complete and clear transcript of your</p> <p>17 responses to my questions. Is that understood?</p> <p>18 A. Yes.</p> <p>19 Q. One more rule.</p> <p>20 A. You got to speak up.</p> <p>21 Q. You've got to answer verbally.</p> <p>22 A. Yep.</p> <p>23 Q. Shakes of the head, grunts, other noises and</p> <p>24 things that we might use in conversation typically</p>	<p style="text-align: right;">5</p> <p>1 MR. STORM: Sure.</p> <p>2 MR. HUTCHISON: -- for this deposition and</p> <p>3 use them interchangeably so that we don't renumber</p> <p>4 things and have confusion.</p> <p>5 MR. STORM: No problem.</p> <p>6 MR. HUTCHISON: And my recollection is</p> <p>7 that we ended at Exhibit 78. Is that consistent with</p> <p>8 yours?</p> <p>9 And I'd like to have this document marked</p> <p>10 as Exhibit 79.</p> <p>11 (Deposition Exhibit No. 79 was marked for</p> <p>12 identification.)</p> <p>13 Q. Mr. Glenn, I'm going to show you a document</p> <p>14 that's been marked as Deposition Exhibit 79. Have you</p> <p>15 seen that document before?</p> <p>16 A. Yes.</p> <p>17 Q. The document, and I'll identify it for the</p> <p>18 record, is a notice of deposition for a corporate</p> <p>19 representative of the plaintiffs for today, and it</p> <p>20 requests that the corporate representative be here, be</p> <p>21 a person that knows about all aspects of the claims</p> <p>22 and the factual support for the claims, the</p> <p>23 agreements, information supporting damages, and in</p> <p>24 particular, information regarding restaurant volume</p>

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BCG, Inc. and Chesapeake Products & Services, Inc. v. GLES, Inc., d/b/a Sweet Oil Company
William Glenn

6	<p>1 sales and so forth for 2003 to the present. Are you</p> <p>2 familiar with all of those categories of information?</p> <p>3 A. Yes.</p> <p>4 Q. And you are here as the corporate</p> <p>5 representative for the plaintiffs; is that right?</p> <p>6 A. Yes.</p> <p>7 Q. And I said plaintiffs; there are two</p> <p>8 plaintiffs, are there not?</p> <p>9 A. BCG, Inc., Chesapeake Products & Services, yes.</p> <p>10 Q. What is BCG, Inc.?</p> <p>11 A. Corporation that we formed.</p> <p>12 Q. Who is "we"?</p> <p>13 A. The corporate officers would be Charlie and I.</p> <p>14 Q. When was BCG formed?</p> <p>15 A. I'm going to say approximately '85.</p> <p>16 Q. And at the time that it was formed, was it</p> <p>17 opened by you and your brother?</p> <p>18 A. Formed by the two of us, correct.</p> <p>19 Q. You made reference to Charlie. Who is Charlie?</p> <p>20 A. My brother.</p> <p>21 Q. Just for the record, that's Charles Glenn?</p> <p>22 A. Correct.</p> <p>23 Q. Okay. And he's your brother?</p> <p>24 A. Yes.</p>	8
7	<p>1 Q. All right. What's the business of BCG, Inc.?</p> <p>2 A. It operates fuel, gas, food service operations,</p> <p>3 food and drink operations.</p> <p>4 Q. In any particular location or locations?</p> <p>5 A. BCG, Inc., let's see. Between the two, between</p> <p>6 BCG, Inc., and Chesapeake Products & Services --</p> <p>7 Q. Well, I'll get to Chesapeake Products &</p> <p>8 Services, I'm interested in BCG at the moment.</p> <p>9 A. Okay. Between the two, I'm not exactly sure</p> <p>10 legally if it's just a parent corporation and</p> <p>11 Chesapeake Products & Services may be the actual</p> <p>12 operating company of different businesses. Not</p> <p>13 exactly sure the perfect exactly legalities of that.</p> <p>14 Q. Well, why don't we do it this way. You made</p> <p>15 reference to Chesapeake Products & Services, Inc.</p> <p>16 What is that?</p> <p>17 A. It's a subsidiary corporation of BCG</p> <p>18 Incorporated.</p> <p>19 Q. All right.</p> <p>20 A. Subchapter S corporation.</p> <p>21 Q. Who are the owners or owner of Chesapeake</p> <p>22 Products & Services, Inc.?</p> <p>23 A. The officers, owners --</p> <p>24 Q. Let's start with who are the owners?</p>	9
	<p>1 A. Owners of Chesapeake Products & Services. I</p> <p>2 think that would be BCG Corp., I think that's the way</p> <p>3 the legalities of it work.</p> <p>4 Q. So you have no ownership interest in --</p> <p>5 A. I'm not, I'm not saying that. I don't know how</p> <p>6 you -- whether it's owned or corporate officers of it.</p> <p>7 I don't know exactly the --</p> <p>8 Q. Are you a corporate officer of BCG, Inc.?</p> <p>9 A. Yes.</p> <p>10 Q. What's your office?</p> <p>11 A. President.</p> <p>12 Q. Are you a corporate officer of Chesapeake</p> <p>13 Products & Services?</p> <p>14 A. Yes.</p> <p>15 Q. And what's your office?</p> <p>16 A. President.</p> <p>17 Q. Do you hold any other office?</p> <p>18 A. I think secretary or treasurer.</p> <p>19 Q. And are there other officers other than</p> <p>20 yourself?</p> <p>21 A. Yes.</p> <p>22 Q. How about with respect to BCG, who are the</p> <p>23 other officers?</p> <p>24 A. Charlie Glenn.</p>	

3 (Pages 6 to 9)

BCG, Inc. and Chesapeake Products & Services, Inc. v. GLES, Inc., d/b/a Sweet Oil Company
William Glenn

<p style="text-align: right;">10</p> <p>1 A. No.</p> <p>2 Q. Who owns the real estate -- well, let's do</p> <p>3 this. Where are the two gas stations?</p> <p>4 A. We have two locations. One station is in</p> <p>5 Laurel, Delaware, and we have another station in</p> <p>6 Delmar, Maryland.</p> <p>7 Q. All right. Who owns the land in Delmar,</p> <p>8 Maryland?</p> <p>9 A. Let's see. It's an LLC. Trying to think of</p> <p>10 the name of it.</p> <p>11 Q. Is it an entity with which you're associated?</p> <p>12 A. Yes.</p> <p>13 Q. Do you have an ownership interest in it?</p> <p>14 A. Yes.</p> <p>15 Q. And is there a lease agreement between the</p> <p>16 owner of the real estate and some operating entity?</p> <p>17 A. Yes.</p> <p>18 Q. Who is the lease agreement with?</p> <p>19 A. Not exactly sure.</p> <p>20 Q. Is it either BCG or Chesapeake Products &</p> <p>21 Services?</p> <p>22 A. I'm not sure if there may be -- when we set all</p> <p>23 of that up, whether there may be a third party in</p> <p>24 between there. I'm not exactly sure how it exactly,</p>	<p style="text-align: right;">12</p> <p>1 Q. All right. How about the operating entity in</p> <p>2 Laurel, Delaware, what's the operating entity there?</p> <p>3 A. Chesapeake Products & Services.</p> <p>4 Q. Does BCG have any role to play in the</p> <p>5 operations?</p> <p>6 A. Again, I'm not sure if that's in that same,</p> <p>7 whether it, whether it is or whether it's just solely</p> <p>8 through Chesapeake Products & Services, I'm not sure</p> <p>9 how the, our attorneys have structured that.</p> <p>10 Q. The complaint asserts, and I'll refer you to</p> <p>11 paragraph 6 just for the record, or if you have a copy</p> <p>12 of it.</p> <p>13 MR. STORM: Talking about the amended</p> <p>14 complaint?</p> <p>15 MR. HUTCHISON: Yes, the amended complaint</p> <p>16 in all cases.</p> <p>17 Q. Is that the plaintiffs are owners of two gas</p> <p>18 stations. Does BCG have any ownership interest in a</p> <p>19 gas station?</p> <p>20 A. Again --</p> <p>21 MR. STORM: Are you talking again about</p> <p>22 the real estate or the --</p> <p>23 Q. I'm trying to figure out what was said in the</p> <p>24 complaint and just get some information on that. And</p>
<p style="text-align: right;">11</p> <p>1 whether it was leased from this to this to here. I'm</p> <p>2 not exactly sure, because we would --</p> <p>3 Q. Who -- I'm sorry, go ahead.</p> <p>4 A. Because we, in setting it, you know, setting it</p> <p>5 up and doing what the attorneys said and how it was</p> <p>6 the best way to set it up.</p> <p>7 Q. If there is a third party in between, who would</p> <p>8 that third party be?</p> <p>9 A. Don't know if it would be of any of us</p> <p>10 personally or somewhere through the LLC personally or</p> <p>11 one of these corporations. I'm not exactly sure on</p> <p>12 that legal structure of it.</p> <p>13 Q. Okay. Well, let's try to focus on one at a</p> <p>14 time then. Let's talk about Delmar, Maryland. What</p> <p>15 is the operating entity at Delmar, Maryland?</p> <p>16 A. Chesapeake Products & Services.</p> <p>17 Q. Okay. And does BCG have any role in the</p> <p>18 operation of that station?</p> <p>19 A. That's a good question. I'm not exactly sure,</p> <p>20 again, because of the legal aspects of it, you know,</p> <p>21 how it's structured. The lawyer's end of that I'm</p> <p>22 sure -- you know, not exactly sure. That's what I'm</p> <p>23 saying, I don't know if it was one, two, or three, you</p> <p>24 know, how the legal aspects of it work out.</p>	<p style="text-align: right;">13</p> <p>1 what's said in the complaint is plaintiffs are owners</p> <p>2 of gas stations. I'd like to know the facts behind</p> <p>3 that statement.</p> <p>4 A. And as I was saying, I'm not exactly sure how</p> <p>5 the attorneys have the exact legal structure of that</p> <p>6 done.</p> <p>7 Q. Let me, because it may be an easier example, in</p> <p>8 Laurel, for example, there is a retail gas, diesel,</p> <p>9 fuel service of some sort; is that right?</p> <p>10 A. Yes.</p> <p>11 Q. And there apparently is some collateral</p> <p>12 businesses of one sort or another in the form of a</p> <p>13 restaurant, convenience store, things like that; is</p> <p>14 that right?</p> <p>15 A. Correct.</p> <p>16 Q. Is there a difference between which company</p> <p>17 owns and operates the gas and fuel services as opposed</p> <p>18 to the restaurant?</p> <p>19 A. No.</p> <p>20 Q. Okay, so whoever operates it operates the</p> <p>21 entire facility?</p> <p>22 A. Correct.</p> <p>23 Q. We just don't know who operates it.</p> <p>24 A. Not exactly sure how they've structured that,</p>

4 (Pages 10 to 13)

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<p style="text-align: right;">14</p> <p>1 whether it's just as a parent organization, just as a</p> <p>2 subsidiary of the S corporation. I'm not exactly sure</p> <p>3 how our attorneys and accountants have structured it.</p> <p>4 Q. Is there, for example, a banking relationship</p> <p>5 relating to deposits and payments for either of these</p> <p>6 stations that is related to one corporation or the</p> <p>7 other?</p> <p>8 A. No, I believe we're all in the same major -- it</p> <p>9 would all -- maybe if I answered it this way to</p> <p>10 clarify.</p> <p>11 Q. I'm happy to have you answer any way you can to</p> <p>12 clarify.</p> <p>13 A. We file our taxes under BCG Incorporated. And</p> <p>14 they're all operating under that umbrella.</p> <p>15 Q. Okay. And when you say they're all under that</p> <p>16 umbrella, you're talking about the entities, be they</p> <p>17 LLCs or S corporations or whatever that own real</p> <p>18 estate, lease real estate, operate facilities of one</p> <p>19 sort or another?</p> <p>20 A. No, not of the owning of the property, solely</p> <p>21 of the running of the businesses.</p> <p>22 Q. Do you know, are the bank accounts joint</p> <p>23 accounts between BCG and Chesapeake Products?</p> <p>24 A. No, I'm not exactly sure.</p>	<p style="text-align: right;">16</p> <p>1 MR. STORM: Objection.</p> <p>2 A. I'm not sure. I'm not, I'm not an attorney, so</p> <p>3 to try to say what's legal on that, I don't know.</p> <p>4 Q. Who would know?</p> <p>5 A. Probably an attorney. I'd have to consult an</p> <p>6 attorney about that.</p> <p>7 Q. Do you, I think you said, do you use</p> <p>8 consolidated balance sheets for the two corporations?</p> <p>9 A. Consolidated balance sheets. Yes.</p> <p>10 Q. Was it your intention when you entered into any</p> <p>11 contractual relationships that both corporations had</p> <p>12 the same rights and liabilities under those</p> <p>13 contractual relationships?</p> <p>14 MR. STORM: Objection. Are you talking</p> <p>15 about the contract involved here or any contracts?</p> <p>16 Q. Well, let's talk about the contracts involved</p> <p>17 here.</p> <p>18 A. I'm not sure. I'm not sure of the legal aspect</p> <p>19 of that.</p> <p>20 Q. All right. Let's talk about your background a</p> <p>21 little bit. Why don't you just give me a thumbnail</p> <p>22 sketch of your work history.</p> <p>23 A. My work history, from any particular time or</p> <p>24 what?</p>
<p style="text-align: right;">15</p> <p>1 Q. I'm going to show you a document that has been</p> <p>2 marked as Exhibit 55, solely for the purpose of having</p> <p>3 you see if that helps you with respect to bank</p> <p>4 accounts or operating entities.</p> <p>5 A. This one clearly says CPS trading as Oasis</p> <p>6 Travel Plaza.</p> <p>7 Q. All right, now what is that?</p> <p>8 A. This is, looks like a check stub, part that</p> <p>9 would be attached to the check.</p> <p>10 Q. Okay. Does that indicate to you that the</p> <p>11 account that was used with respect to these</p> <p>12 facilities, or at least with respect to Laurel, was a</p> <p>13 Chesapeake Products account?</p> <p>14 A. This is a CPS check statement stub.</p> <p>15 Q. So am I correct that even looking at that, you</p> <p>16 aren't really in a position to comment on whether or</p> <p>17 not the operation was CPS, joint, or anything like</p> <p>18 that?</p> <p>19 A. CPS being a subsidiary S of BCG, how exact the</p> <p>20 legal or the structure of it comes down, I see that</p> <p>21 this is a CPS check stub.</p> <p>22 Q. Would you agree that both CPS and BCG are</p> <p>23 mutually liable for any obligations of either service</p> <p>24 station?</p>	<p style="text-align: right;">17</p> <p>1 Q. Well, why don't we start with the easy part.</p> <p>2 What's your educational background?</p> <p>3 A. High school.</p> <p>4 Q. And you're a high school graduate?</p> <p>5 A. Yes.</p> <p>6 Q. And subsequent to high school, were you engaged</p> <p>7 in some sort of professional or wage earning or job?</p> <p>8 Did you have some job after you got out of high</p> <p>9 school?</p> <p>10 A. Oh, yes.</p> <p>11 Q. What was that?</p> <p>12 A. Out of high school, let's see. Started working</p> <p>13 in the family business.</p> <p>14 Q. And what was the family business?</p> <p>15 A. Running a service station in Laurel there.</p> <p>16 Q. Is that the same service station that is</p> <p>17 involved in this litigation?</p> <p>18 A. Yes.</p> <p>19 Q. Have you done anything in your professional</p> <p>20 career, other than operate service stations and</p> <p>21 related facilities?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. I just really would like to know some of</p> <p>24 the background of what your experience is.</p>

5 (Pages 14 to 17)

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<p style="text-align: right;">18</p> <p>1 A. I worked for Prentice Log Skidding Company. 2 For a short time after that I worked for a Chevrolet 3 dealership. I worked for a government contractor. 4 Q. Which one? 5 A. Con Diesel. 6 Q. Doing? 7 A. Started out sweeping floors and pressure 8 testing vessels and moved up to welding and other 9 trades. 10 Q. Okay, and just keep going. Give me a 11 chronology of your work experience. 12 A. Let's see. Sold and installed satellite 13 antennas for some years. Ran some restaurants and 14 food service operations. 15 Q. What kind of restaurants? 16 A. Family restaurant, and then we -- 17 Q. Did the restaurant have a name? 18 A. Oasis Family Restaurant. 19 Q. And was that at this service plaza, Oasis? 20 A. Yes. And then we brought in the Hardee's 21 franchise, and operated The Castaways. 22 Q. And what is The Castaways? 23 A. A bar. 24 Q. Where is that located?</p>	<p style="text-align: right;">20</p> <p>1 Q. And do you know why a separate corporation was 2 formed? 3 A. I'm not exactly sure. Can't remember at the 4 time what the reasoning was, but... 5 Q. Well, then why don't we talk about the Delmar 6 station first. Describe the station for me. 7 Physically what's there? 8 A. Gas and fuel pumps. 9 Q. How big a piece of property is it on? 10 A. About two acres. 11 Q. And the gas and fuel pumps, how many? Give me 12 a description. 13 A. I believe there's 11 fuel positions, a Hardee's 14 fast-food restaurant, a Pizza Boys fast-food type of 15 restaurant, convenience store, beer and wine sales. I 16 think that's mainly. 17 Q. Okay. And it has the facility to dispense both 18 gasoline products and diesel fuel; is that correct? 19 A. Yes. 20 Q. How many pumps for each? 21 A. There would be three diesel fueling locations 22 and I believe it's ten gasoline fueling locations. 23 Q. All right. Does that site have the facilities 24 to do service for cars or trucks?</p>
<p style="text-align: right;">19</p> <p>1 A. In Laurel. 2 Q. Is that adjacent to the facility that's the 3 subject of this litigation? 4 A. Yes. 5 Q. Okay. 6 A. Then we opened up Delmar facility. Pretty much 7 brings us to date. 8 Q. Okay. Were the entities that you were involved 9 with that related to the family-owned operation, were 10 they always run through some corporate entity? 11 A. I'm not sure. 12 Q. When was BCG incorporated? 13 A. I think in '85. 14 Q. And what makes you think that '85 is the year 15 that that was incorporated? 16 A. Because I think that's my recollection. 17 Q. Is there something that happened in '85 that 18 suggested that it was time to have a corporation? 19 A. I think that's just my recollection of when it 20 started. 21 Q. How about Chesapeake Products & Services, when 22 did that get incorporated? 23 A. Sometime thereafter, at either an accountant or 24 an attorney's suggestion.</p>	<p style="text-align: right;">21</p> <p>1 A. No. 2 Q. So you don't do any service there? 3 A. Air and water. 4 Q. But no mechanic on duty to do repairs and 5 things like that? 6 A. No. 7 Q. When did you first acquire some interest, of 8 whatever nature, in the Delmar station? 9 A. I'm going to say it's about six years ago. 10 Q. And when you acquired an interest, was that an 11 existing facility? 12 A. No. 13 Q. Did you build it? 14 A. Yes. 15 Q. What was there before you built? 16 A. Trees. 17 Q. So this is literally a brand new operation as 18 of the time that you became engaged in it? 19 A. Yes. 20 Q. Okay. And when you developed this new 21 facility, at some point you decided apparently that 22 you would sell branded gasoline; is that right? 23 A. Yes. 24 Q. Was there a series of brands that you explored?</p>

6 (Pages 18 to 21)

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22	<p>1 A. Yes.</p> <p>2 Q. But you ended up selecting a single brand; is</p> <p>3 that right?</p> <p>4 A. ExxonMobil brand, yes.</p> <p>5 Q. ExxonMobil, okay. And why did you select</p> <p>6 ExxonMobil?</p> <p>7 A. Their market share.</p> <p>8 Q. Was the store branded Exxon at any time?</p> <p>9 A. ExxonMobil.</p> <p>10 Q. Did the sign say "Exxon"?</p> <p>11 A. Sign said "Mobil."</p> <p>12 Q. Was there anything that said "Exxon" related to</p> <p>13 that facility?</p> <p>14 A. The sign that said credit cards.</p> <p>15 Q. I'm sorry?</p> <p>16 A. The sign that said we accepted the credit</p> <p>17 cards, ExxonMobil.</p> <p>18 Q. And was that a critical factor that you</p> <p>19 accepted ExxonMobil credit cards?</p> <p>20 A. Yes.</p> <p>21 Q. Was that the determining factor?</p> <p>22 A. The major factor.</p> <p>23 Q. And why was that?</p> <p>24 A. Because the brand had the market share.</p>	24	<p>1 distributing oil around in the area at the time.</p> <p>2 Q. But eventually you selected Mobil as the brand</p> <p>3 name to go on that station; is that right?</p> <p>4 A. Yes.</p> <p>5 Q. And that was in 2002?</p> <p>6 A. I believe that was the year.</p> <p>7 Q. At the time that you selected Mobil, did you</p> <p>8 know that Mobil would not be available for an</p> <p>9 indefinite future?</p> <p>10 A. I'm not exactly sure. We did have discussions</p> <p>11 because we couldn't be guaranteed any brand in</p> <p>12 particular at the time, but --</p> <p>13 Q. Well, I'm sorry, when you said you couldn't be</p> <p>14 guaranteed any brand in particular at the time, I'd</p> <p>15 like you to clarify that. What do you mean you</p> <p>16 couldn't be guaranteed a brand? Didn't you have an</p> <p>17 agreement for a specific brand?</p> <p>18 A. Yes, I'm sorry.</p> <p>19 Q. Okay. And that brand was Mobil?</p> <p>20 A. Ended up Mobil, yes.</p> <p>21 Q. When you said you couldn't be guaranteed Mobil,</p> <p>22 is that what you're referring to?</p> <p>23 A. I was looking at between the Exxon and Mobil,</p> <p>24 couldn't be guaranteed which one. That's what I was</p>
23	<p>1 Q. Which brand?</p> <p>2 A. ExxonMobil brand.</p> <p>3 Q. Did you request that the station be branded</p> <p>4 Exxon as opposed to Mobil?</p> <p>5 A. Not exactly sure.</p> <p>6 Q. How did it end up as Mobil as opposed to Exxon?</p> <p>7 A. Because I think that's what Peninsula Oil had</p> <p>8 available for us.</p> <p>9 Q. So they didn't have Exxon available?</p> <p>10 A. They had the Exxon and Mobil, and I'm not</p> <p>11 exactly sure why the Mobil was chosen compared to the</p> <p>12 two. They were both ExxonMobil, so I don't know</p> <p>13 whether it was the color scheme, because our roof is</p> <p>14 blue and it would fit with the whole motif of the</p> <p>15 facility, I think was probably deciding factor which</p> <p>16 of the two, because they were both the same.</p> <p>17 Q. What was the deciding factor in going to</p> <p>18 Peninsula?</p> <p>19 A. We'd had a longstanding relationship with them,</p> <p>20 and they made us a good offer.</p> <p>21 Q. Did you explore other suppliers?</p> <p>22 A. Yes.</p> <p>23 Q. What other suppliers?</p> <p>24 A. Just about everybody that we knew that was</p>	25	<p>1 thinking, but that's not, not the question here.</p> <p>2 Q. Well, was that true, you couldn't be guaranteed</p> <p>3 one or the other?</p> <p>4 A. No, we were guaranteed the Mobil, I'm sorry.</p> <p>5 That's what we ended up with.</p> <p>6 Q. And when you entered into an agreement for the</p> <p>7 sale of Mobil brand products, did that agreement have</p> <p>8 a term, that is, a length that it was going to extend?</p> <p>9 A. We signed a 10-year deal.</p> <p>10 Q. At the time that you signed that agreement, did</p> <p>11 you know that Mobil would not be available for the</p> <p>12 full term of that agreement?</p> <p>13 A. No, no.</p> <p>14 Q. Nobody told you that?</p> <p>15 A. No.</p> <p>16 Q. If you had known that, would you have selected</p> <p>17 Mobil?</p> <p>18 A. As long as I knew that we could get the Exxon</p> <p>19 brand when the Mobil was done, that was okay.</p> <p>20 Q. And did somebody tell you that the Exxon brand</p> <p>21 would be available when Mobil was done?</p> <p>22 A. They didn't tell me Mobil would be gone. I did</p> <p>23 negotiate for in case any brand became unavailable</p> <p>24 that we would negotiate for a suitable replacement.</p>

7 (Pages 22 to 25)

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<p style="text-align: right;">26</p> <p>1 Q. And did that suggest to you that you were aware 2 that Mobil wouldn't be there for the term of the 3 agreement? 4 A. It wasn't that the Mobil in particular wouldn't 5 be there, that it was sometimes brands do change and 6 when they change, you have to be willing to know what 7 other options you have. We have been through 8 different brand changes before. My grandfather went 9 through pure Union 76, six or eight brands along the 10 way, and different people they left, when 76 left the 11 market, they left us. So, you know, it was gone. We 12 had no brand then. 13 So knowing that things change, we put in 14 the contract that we would negotiate any brand if that 15 brand became unavailable. 16 Q. You would agree then that at the time that you 17 entered into the agreement with Peninsula to supply 18 Mobil products, that you were fully aware that there 19 was at least a possibility, if not a likelihood, that 20 the brand would change during the term of that 21 agreement? 22 A. I didn't quite say likelihood. There's always 23 a chance that it would change, and that's why we 24 ensured that we had the stipulation for that.</p>	<p style="text-align: right;">28</p> <p>1 and unambiguous. Do you agree with that? 2 MR. STORM: I'm sorry, where are you 3 looking at? 4 MR. HUTCHISON: Paragraph 4. 5 MR. STORM: Wait a minute, my paragraph 4 6 says "Terms." Where are you looking now? Oh, the 7 complaint, okay. 8 MR. HUTCHISON: The clear and unambiguous 9 terms. 10 MR. STORM: You're referencing the 11 complaint, I'm sorry. 12 MR. HUTCHISON: Paragraph 4 of the 13 complaint, I'm sorry, that's right. 14 MR. STORM: I'm sorry. 15 BY MR. HUTCHISON: 16 Q. Do you agree that the terms of this agreement 17 are clear and unambiguous? 18 A. I'm trying to see where it says what you're 19 trying to -- 20 Q. Well, now let me just ask you, the terms clear 21 and unambiguous don't -- okay. If you have the 22 amended complaint in front of you? 23 A. Yes, amended complaint. 24 Q. Paragraph 4 of the amended complaint. Right in</p>
<p style="text-align: right;">27</p> <p>1 Q. Why don't I just give you access to the 2 original exhibits here so that you can take a look at, 3 if you would, just take a look at Exhibit 5. Do you 4 have that in front of you, Mr. Glenn? 5 A. Yes. 6 Q. What is Exhibit 5? 7 A. It's the agreement between Peninsula Oil and 8 Chesapeake Products & Services. 9 Q. Is that the agreement that defined your 10 relationship with your supplier for fuel products at 11 the Delmar location? 12 A. Yes. 13 Q. Now, you said on several occasions that you 14 specifically negotiated various terms in this 15 agreement; is that right? 16 A. Yes. 17 Q. So at the time that this was entered into, this 18 was an agreement that was negotiated and the terms 19 were things that you had specifically decided that you 20 were satisfied with; is that right? 21 A. Yes. 22 Q. The complaint, and I will refer to paragraph 4 23 of the complaint, says that the supply agreements are 24 clear, or the terms of the supply agreements are clear</p>	<p style="text-align: right;">29</p> <p>1 the middle of it. 2 A. No. 4. 3 Q. Right in the middle of that paragraph. It says 4 that the defendants failed to abide by the clear and 5 unambiguous terms of the supply agreements. 6 A. Correct, yes. 7 Q. Okay. And my question is, do you agree that 8 the terms of this agreement are clear and unambiguous? 9 A. Yes. 10 Q. So that when we go to interpret this agreement, 11 literally the only thing we have to look at is this 12 agreement; is that correct? 13 A. Correct. 14 MR. STORM: Well, I'll interpose an 15 objection to the extent it calls for a legal 16 conclusion. You can answer the question. 17 Q. That's your understanding of what this document 18 was intended, this document was intended to frame the 19 terms of the relationship; is that right? 20 A. Yes. 21 Q. Now, the agreement commenced on March 1st, 22 2002; is that correct? 23 A. Agreement made this day... 24 MR. STORM: Did you say March?</p>

8 (Pages 26 to 29)

EXHIBIT B

Notes

Company: BCG, INC.

REDACTED

Note # 1 - QSSS

REDACTED

BCG, Inc. ID # 51- is the parent S Corporation of the following listed (QSSS) qualified Subchapter S subsidiary corporations:

Chesapeake Products & Services, Inc. ID# 51-

REDACTED

Castaways, Inc.

ID# 51-

This is a consolidated return for the corporations named above.

COPY

EXHIBIT C

COMMERCIAL LEASETHIS LEASE is made on the 1 day of January 19 99.

The Landlord hereby agrees to lease to the Tenant, and the Tenant hereby agrees to hire and take from the Landlord, the Leased Premises described below pursuant to the terms and conditions specified herein:

LANDLORD: BCG INCTENANT(S): CHESAPEAKE PRODUCTS AND SERVICES INC.Address: P.O. Box 311Address: 189 N. DUAL HWY (EPS INC)LAUREL, DE 19956LAUREL, DE 19956

1. Leased Premises. The Leased Premises are those premises described as:

LAND, BUILDING, AND EQUIPMENT ON 189 N. DUAL HWY APPROXIMATELY
4.46 ACRES2. Term. The term of the Lease shall be for a period of 1 year(s) commencing on the 1 day of JANUARY, 19 99ending on the 31 day of DECEMBER, 19 99 unless sooner terminated as hereinafter provided. If Tenant remains in possession of the Leased Premises with the written consent of the Landlord after the lease expiration date stated above, this Lease will be converted to a month-to-month Lease and each party shall have the right to terminate the Lease by giving at least one month's prior written notice to the other party.3. Rent. The Tenant agrees to pay the ANNUAL RENT of TWO HUNDRED FORTY FIVE THOUSAND Dollars (\$245,000)payable in equal installments \$20,416.67 in advance on the first day of each and every calendar month during the full term of this Lease.4. Rent Adjustment. If in any tax year commencing with the fiscal year 1999, the real estate taxes on the land and buildings, of which the Leased Premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year (hereinafter called the "Base Year"), Tenant will pay to Landlord as additional rent hereunder, when and as designated by notice in writing by Landlord,100 per cent of such excess that may occur in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year.5. Security Deposit. The sum of _____ Dollars (\$ 0) is deposited by the Tenant with the Landlord as security for the faithful performance of all the covenants and conditions of the lease by the said Tenant. If the Tenant faithfully performs all the covenants and conditions on his part to be performed, then the sum deposited shall be returned to the Tenant.

6. Delivery of Possession. If for any reason the Landlord cannot deliver possession of the leased property to the Tenant when the lease term commences, this Lease shall not be void or voidable, nor shall the Landlord be liable to the Tenant for any loss or damage resulting therefrom. However, there shall be an abatement of rent for the period between the commencement of the lease term and the time when the Landlord delivers possession.

7. Use of Leased Premises. The Leased Premises may be used only for the following purpose:

TRAVEL PLAZA

8. Utilities. Except as specified below, the Tenant shall be responsible for all utilities and services that are furnished to the Leased Premises. The application for and connecting of utilities, as well as all services, shall be made by and only in the name of the Tenant: (List exceptions, if any)

9. Condition of Leased Premises; Maintenance and Repair. The Tenant acknowledges that the Leased Premises are in good order and repair. The Tenant agrees to take good care of and maintain the Leased Premises in good condition throughout the term of the Lease.

The Tenant, at his expense, shall make all necessary repairs and replacements to the Leased Premises, including the repair and replacement of pipes, electrical wiring, heating and plumbing systems, fixtures and all other systems and appliances and their appurtenances. The quality and class of all repairs and replacements shall be equal to the original worth. If Tenant defaults in making such repairs or replacements, Landlord may make them for Tenant's account, and such expenses will be considered additional rent.

10. Compliance with Laws and Regulations. Tenant, at its expense, shall promptly comply with all federal, state, and municipal laws, orders, and regulations, and with all lawful directives of public officers, which impose any duty upon it or Landlord with respect to the Leased Premises. The Tenant at its expense, shall obtain all required licenses or permits for the conduct of its business within the terms of this lease, or for the making of repairs, alterations, improvements, or additions. Landlord, when necessary, will join with the Tenant in applying for all such permits or licenses.

11. Alterations and Improvements. Tenant shall not make any alterations, additions, or improvements to, or install any fixtures on, the Leased Premises without Landlord's prior written consent. If such consent is given, all alterations, additions, and improvements made, and fixtures installed, by Tenant shall become Landlord's property upon the expiration or sooner termination of this Lease. Landlord may, however, require Tenant to remove such fixtures, at Tenant's cost, upon the termination hereof.



12. **Assignment/Subletting Restrictions.** Tenant may not assign this agreement or sublet the Leased Premises without the prior written consent of the Landlord. Any assignment, sublease or other purported license to use the Leased Premises by Tenant without the Landlord's consent shall be void and shall (at Landlord's option) terminate this Lease.

13. **Insurance.**

(i) **By Landlord.** Landlord shall at all times during the term of this Lease, at its expense, insure and keep in effect on the building in which the Leased Premises is located fire insurance with extended coverage. The Tenant shall not permit any use of the Leased Premises which will make voidable any insurance on the property of which the Leased Premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the applicable fire insurance rating association. Tenant shall on demand reimburse the Landlord, and all other tenants, all extra insurance premiums caused by the Tenant's use of the premises.

(ii) **By Tenant.** Tenant shall, at its expense, during the term hereof, maintain and deliver to Landlord public liability and property damage and plate glass insurance policies with respect to the Leased Premises. Such policies shall name the Landlord and Tenant as insureds, and have limits of at least \$_____ for injury or death to any one person and \$_____ for any one accident, and \$_____ with respect to damage to property and with full coverage for plate glass. Such policies shall be in whatever form and with such insurance companies as are reasonably satisfactory to Landlord, shall name the Landlord as additional insured, and shall provide for at least ten days' prior notice to Landlord of cancellation.

14. **Indemnification of Landlord.** Tenant shall defend, indemnify, and hold Landlord harmless from and against any claim, loss, expense or damage to any person or property in or upon the Leased Premises, arising out of Tenant's use or occupancy of the Leased Premises, or arising out of any act or neglect of Tenant or its servants, employees, agents, or invitees.

15. **Condemnation.** If all or any part of the Leased Premises is taken by eminent domain, this lease shall expire on the date of such taking, and the rent shall be apportioned as of that date. No part of any award shall belong to Tenant.

16. **Destruction of Premises.** If the building in which the Leased Premises is located is damaged by fire or other casualty, without Tenant's fault, and the damage is so extensive as to effectively constitute a total destruction of the property or building, this Lease shall terminate and the rent shall be apportioned to the time of the damage. In all other cases of damage without Tenant's fault, Landlord shall repair the damage with reasonable dispatch, and if the damage has rendered the Leased Premises wholly or partially untenantable, the rent shall be apportioned until the damaged is repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond the Landlord's control.

17. **Landlord's Rights upon Default.** In the event of any breach of this lease by the Tenant, which shall not have been cured within TEN (10) DAYS, then the Landlord, besides other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the Leased Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant. If the Landlord elects to reenter as herein provided, or should it take possession pursuant to any notice provided for by law, it may either terminate this Lease or may, from time to time, without terminating this lease, relet the Leased Premises or any part thereof, for such term or terms and at such rental or rentals and upon such other terms and conditions as the Landlord in Landlord's own discretion may deem advisable. Should rentals received from such reletting during any month be less than that agreed to be paid during the month by the Tenant hereunder, the Tenant shall pay such deficiency to the Landlord monthly. The Tenant shall also pay to the Landlord, as soon as ascertained, the cost and expenses incurred by the Landlord in such reletting.

18. **Quiet Enjoyment.** The Landlord agrees that if the Tenant shall pay the rent as aforesaid and perform the covenants and agreements herein contained on its part to be performed, the Tenant shall peaceably hold and enjoy the said rented premises without hindrance or interruption by the Landlord or by any other person or persons acting under or through the Landlord.

19. **Landlord's Right to Enter.** Landlord may, at reasonable times, enter the Leased Premises to inspect it, to make repairs or alterations, and to show it to potential buyers, lenders or tenants.

20. **Surrender upon Termination.** At the expiration of the lease term the Tenant shall surrender the leased property in as good condition as it was in at the beginning of the term, reasonable use and wear excepted.

21. **Subordination.** This lease, and the Tenant's leasehold interest, is and shall be subordinate, subject and inferior to any and all liens and encumbrances now and thereafter placed on the Leased Premises by Landlord, any and all extensions of such liens and encumbrances and all advances paid under such liens and encumbrances.

22. **Additional Provisions:**

23. **Miscellaneous Terms.**

(i) **Notices.** Any notice, statement, demand or other communication by one party to the other, shall be given by personal delivery or by mailing the same, postage prepaid, addressed to the Tenant at the premises, or to the Landlord at the address set forth above.

(ii) **Severability.** If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

(iii) **Waiver.** The failure of either party to enforce any of the provisions of this lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.

(iv) **Complete Agreement.** This Lease constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.

(v) **Successors.** This Lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant.

IN WITNESS WHEREOF the parties have set their hands and seals on this 1 day of JANUARY 19 99.

BCC INC. William Hagan
Landlord or Landlord's Authorized Agent

Chris K. CAS INC
Tenant
[Signature]
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Read the instructions and other important information on the package. When using this form you will be acting as your own attorney since Rediform, its advisors and retailers do not render legal advice or services. Rediform, its advisors and retailers assume no liability for loss or damage resulting from the use of this form.

EXHIBIT D

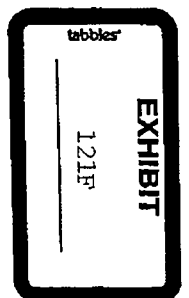
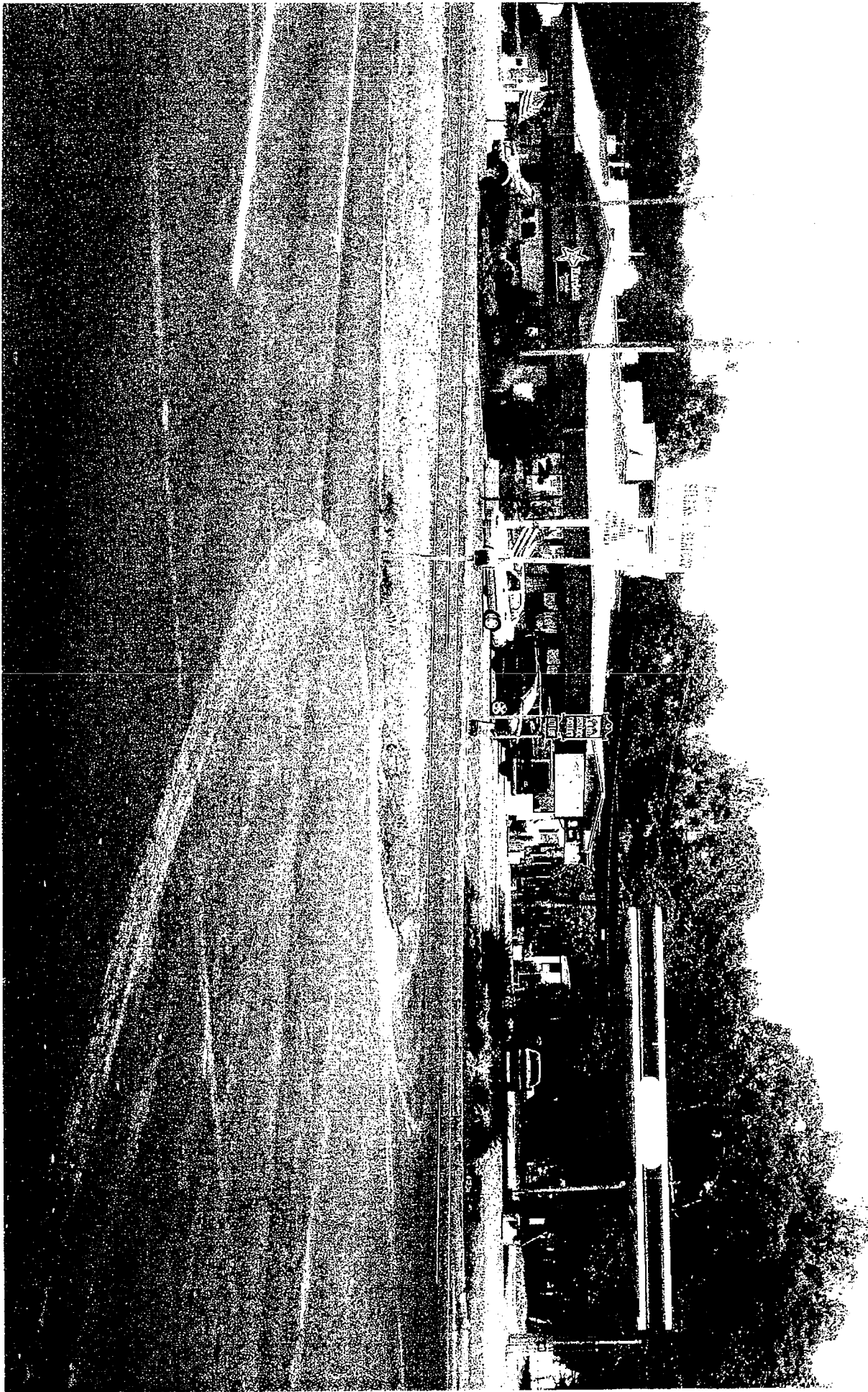


EXHIBIT E

PENINSULA OIL & PROPANE
P.O. BOX 389
SEAFORD, DELAWARE 19973
PHONE# (302) 629-3001

**** INVOICE ****
#258743

ACCOUNT # 56772 (302) 875-7107

LOC # 1

875-7107

CPS, INC. (DIESEL ACCT)
TVA LAUREL OASIS

VOID LOCATION
PO BOX 311

PO BOX 311
LAUREL DE 19973

SHIPPED: 7/01/05

INVOICED: 7/05/05

SALESMAN:

CLERK: COM

STOCK #	WHS	QUANTITY	SHIP RET	DESCRIPTION	UNIT	PRICE PER	EXTENDED
					QUANTITY	UNIT	
7	SBC	7499		LOW SULFER DIESEL	7499.000 GALS	1.756800	13174.24
				DELAWARE HAZARDOUS TAX		0.900000Z	118.57
				FEDERAL EXCISE TAX	7499.000	0.244000	1829.76

TRUCK STOP - RT 13-S

INVOICE TOTAL 15122.57

STOMER SIGNATURE

RECEIVED PAYMENT 14628.31

BY BOL # 211169

DATE

BY

PLEASE PAY FROM THIS INVOICE

PENINSULA OIL & PROPANE
P.O. BOX 389
SEAFORD, DELAWARE 19973
PHONE# (302) 629-3001

**** INVOICE ****
#258952

ACCOUNT # 56772 (302) 875-7107

LOC # 1

875-7107

CPS, INC. (DIESEL ACCT)
T/A LAUREL OASIS

VOID LOCATION
PO BOX 311

SHIPPED: 7/05/05 INVOICED: 7/06/05 TERMS: NET 10 DAYS SALESMAN: CLERK: CDM

STOCK #	WHS	QUANTITY\ SHIP RET	DESCRIPTION	UNIT QUANTITY	PRICE PER UNIT	EXTENDED
7	SBC	7499	LOW SULFUR DIESEL	7499.000 GALS	1.758200	13184.74
			DELAWARE HAZARDOUS TAX		0.900000%	118.64
			FEDERAL EXCISE TAX	7499.000	0.244000	1829.76

TRUCK STOP - RT 13-S

INVOICE TOTAL 15133.16

CUSTOMER SIGNATURE

RECEIVED PAYMENT COUNT 29759.47
DATE

BY BOL # 211411

DATE

BY

****PLEASE PAY FROM THIS INVOICE****

P.S. T/A OASIS TRAVEL PLAZA

10457

Date	Type	Reference	Original Amt.	Balance Due	7/15/2005 Discount	Payment
7/8/2005	Bill	9647980 0472340	5,051.43	5,051.43		5,051.43
7/9/2005	Bill	9649928 472571	2,226.49	2,226.49		2,226.49
7/12/2005	Bill	9651479 211992	14,979.29	14,979.29		14,979.29
7/12/2005	Bill	9652811 760427	15,769.25	15,769.25		15,769.25
7/13/2005	Bill	9654500 473399	4,540.65	4,540.65		4,540.65
7/14/2005	Bill	9655876 212254	15,182.46	15,182.46		15,182.46
7/6/2005	Credit	overpaid del on 7/6	-180.21	-180.21		-180.21
7/8/2005	Credit	overpaid del o 7/8	-147.35	-147.35		-147.35
				Check Amount		57,422.01

CP&S Checking Ac fuel

57,422.01

L23224411 LOUAR OFFICE SUPPLIES INC. 306-613-7760 / 302-633-7760

PRINTED IN U.S.A.

Acct#: 1701371

07/29/2005

Page 32

CHEAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
(301) 474-0111

7/15/2005

PAY TO THE ORDER OF Mid-State Distributors \$126.79

One Hundred Twenty-Six and 79/100 DOLLARS

Mid-State Distributors
1201 Shaffer Drive
Chambersburg, PA 17201

MEMO

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Ck Serial # 10456 - Amt: \$126.79 - 07/25/2005

CHEAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
(301) 474-0111

7/15/2005

PAY TO THE ORDER OF Tastybake Baking Company \$238.63

Two Hundred Thirty-Eight and 63/100 DOLLARS

Tastybake Baking Company
P.O. Box 427217
Philadelphia, PA 19183-7217

MEMO

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Ck Serial # 10462 - Amt: \$238.63 - 07/19/2005

CHEAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
(301) 474-0111

7/15/2005

PAY TO THE ORDER OF Frito-Lay \$57,422.01

Fifty-Seven Thousand Four Hundred Twenty-Two and 01/100 DOLLARS

Frito-Lay
P.O. Box 339
Spartanburg, DE 19777

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Ck Serial # 10457 - Amt: \$57,422.01 - 07/21/2005

CHEAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
(301) 474-0111

7/15/2005

PAY TO THE ORDER OF Uni Quality Foods, Inc. \$440.89

Four Hundred Forty and 89/100 DOLLARS

Uni Quality Foods, Inc.
200 High Street
Haverhill, PA 17331

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Ck Serial # 10463 - Amt: \$440.89 - 07/19/2005

CHEAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
(301) 474-0111

7/15/2005

PAY TO THE ORDER OF Frito-Lay \$41,478.46

Forty-One Thousand Four Hundred Seventy-Eight and 46/100 DOLLARS

Frito-Lay
P.O. Box 339
Spartanburg, DE 19777

MEMO

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Ck Serial # 10458 - Amt: \$41,478.46 - 07/21/2005

CHEAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
(301) 474-0111

7/15/2005

PAY TO THE ORDER OF Valley National Cheese, Inc. \$543.57

Five Hundred Forty-Three and 57/100 DOLLARS

Valley National Cheese, Inc.
P.O. Box 678
Washington, NY 14881-0678

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Ck Serial # 10464 - Amt: \$543.57 - 07/22/2005

CHEAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
(301) 474-0111

7/15/2005

PAY TO THE ORDER OF Ralph & Paul Adams, Inc. \$98.50

Ninety-Eight and 50/100 DOLLARS

Ralph & Paul Adams, Inc.
P.O. Box 219
Harrington, DE 19931-0219

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Ck Serial # 10459 - Amt: \$98.50 - 07/20/2005

CHEAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
(301) 474-0111

7/15/2005

PAY TO THE ORDER OF Bank One \$1,178.22

One Thousand One Hundred Seventy-Eight and 22/100 DOLLARS

Bank One, N.A.
P.O. Box 15153
Washington, DC 20046-1515

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Ck Serial # 10465 - Amt: \$1,178.22 - 07/21/2005

CHEAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
(301) 474-0111

7/15/2005

PAY TO THE ORDER OF Schmidt Baking Co. \$1,368.30

One Thousand Three Hundred Sixty-Eight and 30/100 DOLLARS

Schmidt Baking Co.
P.O. Box 60046
Rahmon, MD 21181-0046

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Ck Serial # 10460 - Amt: \$1,368.30 - 07/19/2005

CHEAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
(301) 474-0111

7/15/2005

PAY TO THE ORDER OF Frito-Lay \$18,432.38

Eighteen Thousand Four Hundred Thirty-Two and 38/100 DOLLARS

Frito-Lay LLC
P.O. Box 40106
Charlotte, NC 28260-0106

MEMO

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Ck Serial # 10466 - Amt: \$18,432.38 - 07/19/2005

CHEAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
(301) 474-0111

7/15/2005

PAY TO THE ORDER OF Frito-Lay \$360.50

Three Hundred Sixty and 50/100 DOLLARS

Frito-Lay
7717 Mechanized Drive
Baltimore, MD 21161-7643

MEMO

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Ck

PENINSULA OIL & PROPANE
P.O. BOX 389
SEAFORD, DELAWARE 19973
PHONE# (302) 629-3001

**** INVOICE ****
#262144

ACCOUNT # 56772 (302) 875-7107

LOC # 1 875-7107

CPS, INC. (DIESEL ACCT)
TVA LAUREL OASIS
PO BOX 311

VOID LOCATION
PO BOX 311

SHIPPED: 8/26/05 INVOICED: 8/30/05 SALESMAN: CLERK: COM

STOCK #	WHS	SHIP RET	DESCRIPTION	QUANTITY	UNIT	PRICE PER	EXTENDED
7	SBC	7500	LOW SULFUR DIESEL	7500.000	GALS	1.946300	14597.25
			DELAWARE HAZARDOUS TAX			0.900000%	131.38
			FEDERAL EXCISE TAX	7500.000		0.244000	1830.00

TRUCK STOP - RT 13-S

INVOICE TOTAL 16558.63

TOMER SIGNATURE

BALANCE ON ACCOUNT 29653.61

RECEIVED PAYMENT

DATE 8/30/05

BOL # 215757

BY **PLEASE PAY FROM THIS INVOICE** DATE / /

BY

PENINSULA OIL & PROPANE
P.O. BOX 389
SEAFORD, DELAWARE 19973
PHONE# (302) 629-3001

**** INVOICE ****
#261909

ACCOUNT # 56711 (302) 375-7107

LOC # 1

375-7107

CPS, INC. (DIESEL ACCT)
T/A LAUREL OASIS
PO BOX 3111

VOID LOCATION
PO BOX 311

SHIPPED: 8/26/05 INVOICED: 8/26/05 SALESMAN: JEFFREY LOM

STOCK #	WHS	SHIP RET	DESCRIPTION	QUANTITY	UNIT	PRICE PER	EXTENDED
7	EBC	2902	LOW SULFUR DIESEL	2902.000	GALS	1.945000	5648.16
			DELAWARE HAZARDOUS TAX			0.000000	50.88
			FEDERAL EXCISE TAX	2902.000		0.240000	708.09

TRUCK STOP - RT 13-B

INVOICE TOTAL 6407.08

STOMER SIGNATURE

PAID BY (BY CHECK) 1707.00
RECEIVED PAYMENT DATE 8/26/05

BY BDL # 454266
PLEASE PAY FROM THIS INVOICE DATE / /

BY

EXHIBIT F

SEP. 12. 2005 16:30

#0304 P.01

Sweet Oil Company
2604 Eastburn Center
Newark, DE 19711

Statement

Date

9/12/2005

5

To:

37030
Laurel Oasis Gilgo
C/O: CPS, Inc.
3759 Sussex Highway
Laurel, DE 19956

		Amount Due	Amount Enc.		
		\$100,562.39			
Date	Transaction	Amount	Balance		
08/31/2005	Balance forward		0.00		
	37030DC-				
09/02/2005	INV #486542. Due 09/13/2005. NO STATE DIESEL TAX APPLIED	5,514.30✓	5,514.30		
09/09/2005	INV #488067B. Due 09/13/2005. NO STATE DIESEL TAX APPLIED	12,380.05✓	17,894.35		
09/11/2005	INV #488583B. Due 09/13/2005. NO STATE DIESEL TAX APPLIED	12,259.36✓	30,153.71		
	37030SAL-				
09/01/2005	INV #216231. Due 09/13/2005.	18,729.74✓	48,883.45		
09/02/2005	INV #216299. Due 09/13/2005. NO STATE DIESEL TAX APPLIED	19,899.68✓	68,783.13		
09/03/2005	INV #216469. Due 09/13/2005. NO STATE DIESEL TAX APPLIED	13,793.14✓	82,576.27		
09/09/2005	INV #216821. Due 09/13/2005. NO STATE DIESEL TAX APPLIED	17,986.12✓	100,562.39		
EFT 9-12-05					
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
100,562.39	0.00	0.00	0.00	0.00	\$100,562.39

CPS001627

DMRV


**The Bank Of
Delmarva**

12 East State Street, Delmar, MD 21875

 Date 9/30/05
 Account Number
 Enclosures

 Page 9
REDACTED

 (410) 896-9041
 TeleBANC: (410) 896-2262
 (302) 846-9900
 www.bankofdelmarva.com


COMMERCIAL CHECKING

1701371 (Continued)

Activity in Date Order

Date	Description	Amount
9/13	DDA REGULAR DEPOSIT	6,066.13
9/13	DDA REGULAR DEPOSIT	2,072.60
9/13	DDA REGULAR DEPOSIT	1,590.09
9/13	DDA REGULAR DEPOSIT	1,581.04
9/13	DDA REGULAR DEPOSIT	1,479.22
9/13	DDA REGULAR DEPOSIT	1,446.18
9/13	DDA REGULAR DEPOSIT	1,238.52
9/13	DDA REGULAR DEPOSIT	1,130.42
9/13	DDA REGULAR DEPOSIT	1,127.62
9/13	DDA REGULAR DEPOSIT	1,090.17
9/13	DDA REGULAR DEPOSIT	1,064.82
9/13	DDA REGULAR DEPOSIT	939.78
9/13	DDA REGULAR DEPOSIT	734.26
9/13	DDA REGULAR DEPOSIT	647.15
9/13	DDA REGULAR DEPOSIT	494.18
9/13	DDA REGULAR DEPOSIT	393.99
9/13	DDA REGULAR DEPOSIT	300.59
9/13	ACH COL GLES INC T/A SWE 1522016563 09/13/05 ID #-LAURELOASISCITG TRACE #-031100100826804	100,562.39-
9/13	EFT-DRAW MD LOTTERY AGCY 1526140157 09/13/05 ID #-037411101 TRACE #-055002342092917	1,631.79-
9/14	PAYMENT EFS TRUCKSTOP TRKSTP-ACH 09/14/05 ID #-0702-09/12/2005 TRACE #-084003990000076	162.53
9/14	CRED CARD NPC CARD SERVICE 6211149904 09/14/05 ID #-187000015054398 TRACE #-122000031908814	101.81
9/14	CRED CARD NPC CARD SERVICE 6211149904 09/14/05	100.44

DMRV-031-008561-023-008-051001 008817 S05



CPS001628



EXHIBIT G

Coro Payments from C.P.S.

Date	Check #	Amount		
9/12/2005	10639	54,943.70		
9/20/2005	10761	35,390.84		
10/6/2005	10793	30,967.04		
10/4/2005	10813	31,342.11		
10/11/2005	10842	35,371.67		
10/18/2005	10890	33,005.49		
10/25/2005	10913	27,302.76		
10/31/2005	10937	21,852.77		
11/8/2005	10988	20,372.37		
11/15/2005	11012	18,476.65		
11/25/2005	11060	23,812.20		
11/29/2005	11062	18,100.00		
12/7/2005	11086	13,000.21		
12/14/2005	11139	13,697.04		
12/20/2005	11169	19,042.18	396,677.03	
12/31/2005	11218	31,106.06		
1/5/2006	11266	9,276.25		
1/11/2006	11268	17,088.63		
1/20/2006	11334	15,270.13		
1/27/2006	11361	20,994.14		
1/31/2006	11401	14,000.71		
2/13/2006	11441	24,845.82		
2/17/2006	11444	14,654.57		
2/23/2006	11468	25,803.58		
3/3/2006	11490	20,749.02		
3/8/2006	11526	14,922.79		
3/20/2006	11598	22,572.36		
3/21/2006	11601	19,943.92		
3/29/2006	11635	23,208.08		
4/4/2006	11663	17,702.09		
4/13/2006	11744	23,299.07		
4/20/2006	11767	31,623.45		
4/27/2006	11771	16,063.49		
5/5/2006	11807	47,937.20		
5/9/2006	11879	26,880.89		
5/19/2006	11915	30,554.46		
5/29/2006	11936	38,774.10		
6/1/2006	11937	26,528.42		
6/5/2006	121968	12,970.84		
6/15/2006	12015	29,435.77		
6/26/2006	12059	19,126.69		
6/30/2006	12093	17,899.08		
7/7/2006	12134	29,977.75		
7/11/2006	12141	992.87		
7/12/2006	12137	39,870.99	684,073.22	
		1,080,750.25	1,080,750.25	

37031 - Oasis Coro Summary			
			Total Gallons
Total Invoices	\$ 1,033,905.67		426,057
Product Cost & Taxes			
Transportation	11,089.95		
Commission Paid to CPS	11,596.32	7/31/2006 Credit against A/R	
	5,506.08	1/13/2006 EFT 01/13/06	
	17,102.40		
Credit Card Fees	21,775.26		
Total Coro Cost	\$ 1,083,873.28		
Paid to GLeS by CPS	(1,080,750.25)		
Total Amount Lost	\$ 3,123.03		

EXHIBIT H

JUL 06, 2006 15:09

#2710 P.001/003

Sweet Oil Company

2604 Eastburn Center
Newark, DE 19711

Product Invoice

Date	Invoice #
6/30/2006	237890

Bill To
37030 Laurel Oasis Cign C/O: CPS, Inc 3759 Sussex Highway Laurel, DE 19956

Ship To
CATO, Inc. 1030 Marine Road Salisbury, MD 21801

Terms	EFT Date
CHECK	6/30/2006

Description	Qty	Rate	Amount
Cilgo - Diesel Low Sulpher	7,499	2.2221	16,663.53
Federal Diesel Tax	7,499	0.244	1,829.76
DE Hazardous Substance Cleanup Tax	16,663.53	0.009	149.97
MD Oil Transfer Fee	7,499	0.00137	10.27
Total			\$18,653.53

Phone #	Fax #
302-368-9095	302-368-9045

CPS001619

JUL 06 2006 15:09

#2710 P.002/003

Sweet Oil Company

2604 Eastburn Center
Newark, DE 19711**Product Invoice**

Date	Invoice #
7/2/2006	238062

Bill To
37030 Laurel Oasis Cltgo C/O: CPS, Inc 3759 Sussex Highway Laurel, DE 19956

Ship To
CATO, Inc. 1030 Marine Road Salisbury, MD 21801

Terms	EFT Date
CITECK	7/2/2006

Description	Qty	Rate	Amount
Cltgo - Diesel Low Sulphur	7,906	2.2171	17,528.39
Federal Diesel Tax	7,906	0.244	1,929.06
DE Hazardous Substance Cleanup Tax	17,528.39	0.009	157.76
MD Oil Transfer Fee	7,906	0.00137	10.83
Total			\$19,626.04

Phone #	Fax #
302-368-9095	302-368-9045

CPS001620

JUL 06 2006 15:09

#2710 P.003/003

Sweet Oil Company

2604 Eastburn Center
Newark, DE 19711**Product Invoice**

Date	Invoice #
7/5/2006	238375

Bill To
37030 Laurel Oasis Ctgo C/O: CPS, Inc 3759 Sussex Highway Laurel, DE 19956

Ship To
CATO, Inc. 1030 Marine Road Salisbury, MD 21801

Terms	EFT Date
CHECK	7/5/2006

Description	Qty	Rate	Amount
Citgo - Diesel Low Sulphur	7.600	2.2171	16,849.96
Federal Diesel Tax	7.600	0.244	1,854.40
DE Hazardous Substance Cleanup Tax	16,849.96	0.009	151.65
MD Oil Transfer Fee	7.600	0.00137	10.41
Total			\$18,866.42

Phone #	Fax #
302-368-9095	302-368-9045

CPS001621

JUL 10 2006 15:40

#2866 P.001/001

Sweet Oil Company
 2604 Eastburn Center
 Newark, DE 19711

Product Invoice

Date	Invoice #
7/9/2006	238753

Bill To
37030 Laurel Oasis Citgo C/O: CPS, Inc 3759 Sussex Highway Laurel, DE 19956

Ship To
CATO, Inc, 1030 Marine Road Salisbury, MD 21801

Terms	EFT Date
CHECK	7/9/2006

Description	Qty	Rate	Amount
Citgo - Diesel Low Sulphur	7,500	2.2381	16,935.75
Federal Diesel Tax	7,500	0.244	1,830.00
DE Hazardous Substance Cleanup Tax	16,935.75	0.009	152.42
MD Oil Transfer Fee	7,500	0.00137	10.28
Total			\$18,928.45

Phone #	Fax #
302-368-9095	302-368-9045

CPS001622

EXHIBIT I

C. P. S. Inc. Checki

54,943.70

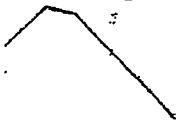
Sweet Oil Co.

9/12/2005

54,943.70

C. P. S. Inc. Checki

54,943.70



Acct#: 1701371

09/30/2005

Page 26

Chesapeake Products & Services
P.O. Box 111
Lanham, MD 20646
(410) 321-1447

10636

Pay to the order of Chesapeake

Five hundred and thirty two and 00/100

\$532.86

DATE 09/12/2005

10636

PO10636# C052103055C #17 0137 1# /0000016286/

Ck Serial # 10636 - Amt: \$762.86 - 09/12/2005

Chesapeake Products & Services
P.O. Box 111
Lanham, MD 20646
(410) 321-1447

10640

Pay to the order of One thousand three hundred and thirty one and 50/100

\$1,331.53

DATE 09/16/2005

10640

PO10640# C052103055C #17 0137 1# /0000013153/

Ck Serial # 10640 - Amt: \$1,231.53 - 09/16/2005

Chesapeake Products & Services
P.O. Box 111
Lanham, MD 20646
(410) 321-1447

10637

Pay to the order of Four thousand three hundred and thirty one and 00/100

\$4,331.31

DATE 09/06/2005

10637

PO10637# C052103055C #17 0137 1# /0000013783/

Ck Serial # 10637 - Amt: \$1,378.31 - 09/06/2005

Chesapeake Products & Services
P.O. Box 111
Lanham, MD 20646
(410) 321-1447

10641

Pay to the order of Four hundred and twenty one and 81/100

\$421.88

DATE 09/16/2005

10641

PO10641# C052103055C #17 0137 1# /0000012188/

Ck Serial # 10641 - Amt: \$421.88 - 09/16/2005

Chesapeake Products & Services
P.O. Box 111
Lanham, MD 20646
(410) 321-1447

10638

Pay to the order of Forty four and 00/100

\$44.00

DATE 09/02/2005

10638

PO10638# C052103055C #17 0137 1# /0000004400/

Ck Serial # 10638 - Amt: \$44.00 - 09/02/2005

Chesapeake Products & Services
P.O. Box 111
Lanham, MD 20646
(410) 321-1447

10642

Pay to the order of Eight Hundred Eight and 41/100

\$808.41

DATE 09/01/2005

10642

PO10642# C052103055C #17 0137 1# /0000008041/

Ck Serial # 10642 - Amt: \$808.41 - 09/01/2005

Chesapeake Products & Services
P.O. Box 111
Lanham, MD 20646
(410) 321-1447

10639

Pay to the order of Twenty five thousand seven hundred fifteen and 15/100

\$25,750.15

DATE 09/15/2005

10639

PO10639# C052103055C #17 0137 1# /0002575015/

Ck Serial # 10639 - Amt: \$25,750.15 - 09/15/2005

Chesapeake Products & Services
P.O. Box 111
Lanham, MD 20646
(410) 321-1447

10642

Pay to the order of Nine hundred and sixty one and 24/100

\$961.24

DATE 09/27/2005

10642

PO10642# C052103055C #17 0137 1# /0000096124/

Ck Serial # 10642 - Amt: \$961.24 - 09/27/2005

Chesapeake Products & Services
P.O. Box 111
Lanham, MD 20646
(410) 321-1447

10639

Pay to the order of Forty four thousand nine hundred and thirty one and 70/100

\$44,931.70

DATE 09/15/2005

10639

PO10639# C052103055C #17 0137 1# /0005494370/

Ck Serial # 10639 - Amt: \$54,943.70 - 09/15/2005

Chesapeake Products & Services
P.O. Box 111
Lanham, MD 20646
(410) 321-1447

10643

Pay to the order of Three thousand four hundred and twenty one and 25/100

\$3,406.25

DATE 09/20/2005

10643

PO10643# C052103055C #17 0137 1# /0000340625/

Ck Serial # 10643 - Amt: \$3,406.25 - 09/20/2005

Chesapeake Products & Services
P.O. Box 111
Lanham, MD 20646
(410) 321-1447

10640

Pay to the order of Four hundred and fifty and 00/100

\$450.00

DATE 09/01/2005

10640

PO10640# C052103055C #17 0137 1# /0000045000/

Ck Serial # 10640 - Amt: \$450.00 - 09/01/2005

Chesapeake Products & Services
P.O. Box 111
Lanham, MD 20646
(410) 321-1447

10643

Pay to the order of Three Thousand Nine Hundred One and 00/100

\$3,901.00

DATE 09/01/2005

10643

PO10643# C052103055C #17 0137 1# /0000390100/

Ck Serial # 10643 - Amt: \$3,901.00 - 09/01/2005

CPS001688

DMV -031-008561-023-008-051001 008817 S05

P.P.S. T/A OASIS TRAVEL PLAZA

Sweet Oil
Date Type Reference
10/18/200 Bill

Original Amt.
33,005.49

Balance Due
33,005.49

10/18/2005
Discount
Check Amount

Payment
33,005.49
33,005.49

10890

CP&S Checking Ac

33,005.49

LO-MAR OFFICE SUPPLIES INC. 302-629-0739 / 302-629-7063
GREENGLASS

PRINTED IN U.S.A.

Acct#: 1701371

11/01/2005

Page 34

CHESAPEAKE PRODUCTS & SERVICES P.O. BOX 311 LAUREL, DE 19054 (302) 371-8100		10888
10/14/2005		
PAY TO THE ORDER OF Verma		\$331.99
Three Hundred Thirty-One and 99/100		
Verma P.O. Box 646 Wilmington, DE 19806-0001		
MEMO		
#010888# 0052103055C 17 0137 1P		/0000033199/

Ck Serial # 10888 - Amt: \$331.99 - 10/19/2005

CHESAPEAKE PRODUCTS & SERVICES P.O. BOX 311 LAUREL, DE 19054 (302) 371-8100		10894
10/20/2005		
PAY TO THE ORDER OF Cloverland Green Spring Dairy		\$581.93
Five Hundred Eighty-One and 93/100		
Cloverland Green Spring Dairy P.O. Box 631977 Baltimore, MD 21063-1977		
MEMO		
#010894# 0052103055C 17 0137 1P		/0000058193/

Ck Serial # 10894 - Amt: \$581.93 - 10/25/2005

CHESAPEAKE PRODUCTS & SERVICES P.O. BOX 311 LAUREL, DE 19054 (302) 371-8100		10889
10/14/2005		
PAY TO THE ORDER OF Waste Management of Delaware		\$540.79
Five Hundred Forty and 79/100		
Waste Management of Delaware P.O. Box 130003 Baltimore, MD 21243-0003		
MEMO		
#010889# 0052103055C 17 0137 1P		/0000054079/

Ck Serial # 10889 - Amt: \$540.79 - 10/20/2005

CHESAPEAKE PRODUCTS & SERVICES P.O. BOX 311 LAUREL, DE 19054 (302) 371-8100		10895
10/26/2005		
PAY TO THE ORDER OF Cooper-Brook Wholesale Co.		\$6,045.43
Six Thousand Forty-Five and 43/100		
Cooper-Brook 200 Lincoln West Drive Middletown, PA 17054		
MEMO		
#010895# 0052103055C 17 0137 1P		/0000060454/

Ck Serial # 10895 - Amt: \$6,045.43 - 10/26/2005

CHESAPEAKE PRODUCTS & SERVICES P.O. BOX 311 LAUREL, DE 19054 (302) 371-8100		10890
10/19/2005		
PAY TO THE ORDER OF Sweet Oil		\$33,005.49
Thirty-Three Thousand Five and 49/100		
Sweet Oil		
MEMO		
#010890# 0052103055C 17 0137 1P		/0000330054/

Ck Serial # 10890 - Amt: \$33,005.49 - 10/24/2005

CHESAPEAKE PRODUCTS & SERVICES P.O. BOX 311 LAUREL, DE 19054 (302) 371-8100		10896
10/20/2005		
PAY TO THE ORDER OF Darling International, Inc.		\$20.00
Twenty and 00/100		
Darling International, Inc. P.O. Box 352210 Detroit, MI 48233-2210		
MEMO		
#010896# 0052103055C 17 0137 1P		/0000002000/

Ck Serial # 10896 - Amt: \$20.00 - 10/27/2005

CHESAPEAKE PRODUCTS & SERVICES P.O. BOX 311 LAUREL, DE 19054 (302) 371-8100		10891
10/12/2005		
PAY TO THE ORDER OF MBM Corporation		\$4,506.84
Four Thousand Five Hundred Six and 84/100		
Middletown Meat Co., Inc. MBM Corporation P.O. Box 930716 Atlanta, GA 31193-3026		
MEMO		
#010891# 0052103055C 17 0137 1P		/0000045068/

Ck Serial # 10891 - Amt: \$4,506.84 - 10/26/2005

CHESAPEAKE PRODUCTS & SERVICES P.O. BOX 311 LAUREL, DE 19054 (302) 371-8100		10897
10/26/2005		
PAY TO THE ORDER OF Edy's Grand Ice Cream		\$244.02
Two Hundred Forty-Four and 02/100		
Edy's Grand Ice Cream 3151 Callahan Center Dr Chicago, IL 60603		
MEMO		
#010897# 0052103055C 17 0137 1P		/0000024402/

Ck Serial # 10897 - Amt: \$244.02 - 10/26/2005

CHESAPEAKE PRODUCTS & SERVICES P.O. BOX 311 LAUREL, DE 19054 (302) 371-8100		10892
10/20/2005		
PAY TO THE ORDER OF AT&T		\$84.46
Eighty-Four and 46/100		
AT&T P.O. Box 2969 Omaha, NE 68103-2969		
MEMO		
#010892# 0052103055C 17 0137 1P		/0000008446/

Ck Serial # 10892 - Amt: \$84.46 - 10/26/2005

CHESAPEAKE PRODUCTS & SERVICES P.O. BOX 311 LAUREL, DE 19054 (302) 371-8100		10898
10/20/2005		
PAY TO THE ORDER OF MED Food Service Equipment		\$149.39
One Hundred Forty-Nine and 39/100		
MED Food Service Equipment Department 1234 Los Angeles, CA 90044-1234		
MEMO		
#010898# 0052103055C 17 0137 1P		/0000014939/

Ck Serial # 10898 - Amt: \$149.39 - 10/27/2005

CHESAPEAKE PRODUCTS & SERVICES P.O. BOX 311 LAUREL, DE 19054 (302) 371-8100		10893
10/20/2005		
PAY TO THE ORDER OF B.C.O. Inc.		\$10,425.00
Ten Thousand Four Hundred Twenty-Five and 00/100		
B.C.O. Inc.		
MEMO		
#010893# 0052103055C 17 0137 1P		/0000104250/

Ck Serial # 10893 - Amt: \$10,425.00 - 10/31/2005

CHESAPEAKE PRODUCTS & SERVICES P.O. BOX 311 LAUREL, DE 19054 (302) 371-8100		10899
10/25/2005		
PAY TO THE ORDER OF Holt Paper & Chemical Co., Inc.		\$242.97
Two Hundred Forty-Two and 97/100		
Holt Paper & Chemical Co., Inc. P.O. Box 3197 Salisbury, MD 21802-3197		
MEMO		
#010899# 0052103055C 17 0137 1P		/0000024297/

Ck Serial # 10899 - Amt: \$242.97 - 10/25/2005

CPS001712

C.P.S. T/A OASIS TRAVEL PLAZA

11807

Sweet Oil Co.
 Date 4/30/2006 Type Bill Reference gas - laurel
 5/4/2006 Bill laurel - gas

Original Amt.
 30,505.52
 17,431.68

Balance Due 30,505.52
 17,431.68
 Check Amount

5/5/2006
 Discount
 Payment 30,505.52
 17,431.68
 47,937.20

CP&S Checking Ac

LR20MALLH

LO-MAR OFFICE SUPPLIES INC. 302-623-8788 / 302-623-7883

47,937.20

PRINTED IN U.S.A.

Acct#: 1701371

05/31/2006

Page 31

CHESAPEAKE PRODUCTS & SERVICES
P.O. BOX 311 LAUREL, DE 19054
05/2006

PAY TO THE ORDER OF Sweet Oil Co. \$47,937.20

Forty-Seven Thousand Nine Hundred Thirty-Seven and 20/100 DOLLARS

Sweet Oil Co.
2404 Eastburne City
Newark, DE 19711

MEMO: Harold Jones

⑆011807⑆ ⑈052103065⑈ 17 0137 1⑆ ⑈0001793720⑆

Ck Serial # 11807 - Amt: \$47,937.20 - 05/10/2006

CHESAPEAKE PRODUCTS & SERVICES
P.O. BOX 311 LAUREL, DE 19054
05/2006

PAY TO THE ORDER OF Chesapeake Utilities \$1,916.21

One Thousand Nine Hundred Sixteen and 20/100 DOLLARS

Chesapeake Utilities
2255 Inwood Run Drive
P.O. Box 1878
Salisbury, MD 21802-1878

MEMO: CS-288137

⑆011813⑆ ⑈052103065⑈ 17 0137 1⑆ ⑈0000191621⑆

Ck Serial # 11813 - Amt: \$1,916.21 - 05/10/2006

CHESAPEAKE PRODUCTS & SERVICES
P.O. BOX 311 LAUREL, DE 19054
05/2006

PAY TO THE ORDER OF AT&T \$106.80

One Hundred Six and 80/100 DOLLARS

AT&T
P.O. Box 2844
Cranford, NJ 08831-2844

MEMO: 00125741001

⑆011808⑆ ⑈052103065⑈ 17 0137 1⑆ ⑈0000010680⑆

Ck Serial # 11808 - Amt: \$106.80 - 05/11/2006

CHESAPEAKE PRODUCTS & SERVICES
P.O. BOX 311 LAUREL, DE 19054
05/2006

PAY TO THE ORDER OF ClevelandGreen Spring Daily \$596.78

Five Hundred Ninety-Six and 78/100 DOLLARS

ClevelandGreen Spring Daily
P.O. Box 1877
Salisbury, MD 21802-1877

MEMO: 37358

⑆011814⑆ ⑈052103065⑈ 17 0137 1⑆ ⑈0000059678⑆

Ck Serial # 11814 - Amt: \$596.78 - 05/11/2006

CHESAPEAKE PRODUCTS & SERVICES
P.O. BOX 311 LAUREL, DE 19054
05/2006

PAY TO THE ORDER OF Allen Petroleum \$889.50

Eight Hundred Eighty-Nine and 50/100 DOLLARS

Allen Petroleum
P.O. Box 210
Seaford, DE 19073-0210

MEMO: 044100

⑆011809⑆ ⑈052103065⑈ 17 0137 1⑆ ⑈0000088950⑆

Ck Serial # 11809 - Amt: \$889.50 - 05/09/2006

CHESAPEAKE PRODUCTS & SERVICES
P.O. BOX 311 LAUREL, DE 19054
05/2006

PAY TO THE ORDER OF [Illegible] \$10,479.43

One Thousand Four Hundred Seventy-Nine and 43/100 DOLLARS

[Illegible]
P.O. Box [Illegible]
[Illegible], MD 21802-1877

MEMO: 012280446

⑆011815⑆ ⑈052103065⑈ 17 0137 1⑆ ⑈0001047943⑆

Ck Serial # 11815 - Amt: \$10,479.43 - 05/10/2006

CHESAPEAKE PRODUCTS & SERVICES
P.O. BOX 311 LAUREL, DE 19054
05/2006

PAY TO THE ORDER OF American Hotel Register Co. \$202.20

Two Hundred Two and 20/100 DOLLARS

American Hotel Register Co.
P.O. Box Number 84150
Palo Alto, CA 94304-4150

MEMO: 012280446

⑆011810⑆ ⑈052103065⑈ 17 0137 1⑆ ⑈0000020220⑆

Ck Serial # 11810 - Amt: \$202.20 - 05/12/2006

CHESAPEAKE PRODUCTS & SERVICES
P.O. BOX 311 LAUREL, DE 19054
05/2006

PAY TO THE ORDER OF Dading International, Inc. \$20.00

Twenty and 00/100 DOLLARS

Dading International, Inc.
P.O. Box 552210
Detroit, MI 48255-2210

MEMO: 012280446

⑆011816⑆ ⑈052103065⑈ 17 0137 1⑆ ⑈0000020000⑆

Ck Serial # 11816 - Amt: \$20.00 - 05/11/2006

CHESAPEAKE PRODUCTS & SERVICES
P.O. BOX 311 LAUREL, DE 19054
05/2006

PAY TO THE ORDER OF Canada Dry Distributors \$1,500.33

One Thousand Five Hundred and 33/100 DOLLARS

Canada Dry
CON-CORP, Atlanta Lock Box College Park
P.O. Box 432708
Atlanta, GA 30384-3708

MEMO: 50491

⑆011811⑆ ⑈052103065⑈ 17 0137 1⑆ ⑈0000150033⑆

Ck Serial # 11811 - Amt: \$1,500.33 - 05/12/2006

CHESAPEAKE PRODUCTS & SERVICES
P.O. BOX 311 LAUREL, DE 19054
05/2006

PAY TO THE ORDER OF E.D. Supply Co., Inc. \$68.10

Sixty-Eight and 10/100 DOLLARS

E.D. Supply Co., Inc.
P.O. Box 2458
457 State Rd Road
Salisbury, MD 21804

MEMO: 012280446

⑆011817⑆ ⑈052103065⑈ 17 0137 1⑆ ⑈0000068100⑆

Ck Serial # 11817 - Amt: \$68.10 - 05/10/2006

CHESAPEAKE PRODUCTS & SERVICES
P.O. BOX 311 LAUREL, DE 19054
05/2006

PAY TO THE ORDER OF Cery's Inc. \$466.53

Four Hundred Sixty-Six and 53/100 DOLLARS

Cery's Inc.
102 S. Dual Highway
Laurel, DE 19058

MEMO: 50491

⑆011812⑆ ⑈052103065⑈ 17 0137 1⑆ ⑈0000046653⑆

Ck Serial # 11812 - Amt: \$466.53 - 05/11/2006

CHESAPEAKE PRODUCTS & SERVICES
P.O. BOX 311 LAUREL, DE 19054
05/2006

PAY TO THE ORDER OF Ferrero Foods, Inc. \$611.42

Six Hundred Eleven and 42/100 DOLLARS

Ferrero Foods, Inc.
227 S. Randolphville Road
Phillyway, N.J. 08154

MEMO: DOUGIDE

⑆011818⑆ ⑈052103065⑈ 17 0137 1⑆ ⑈0000061142⑆

Ck Serial # 11818 - Amt: \$611.42 - 05/11/2006

C.P.S. T/A OASIS TRAVEL PLAZA				Sweet Oil Co.		12134	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment	
6/30/2006	Bill	7/6	9,992.58	9,992.58		9,992.58	
7/6/2006	Bill	7/6	19,985.17	19,985.17		19,985.17	
				Check Amount		29,977.75	
							29,977.75

Howell's Insurance
due to company
that Wright &
Wright & Wright
Wright & Wright
Wright & Wright

PRINTED IN U.S.A.

Acct#: 1701371

07/31/2006

Page

CHESEAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
CDS 07/06/06

12132

7/12/2006

PAY TO THE ORDER OF
Hartford's National Adv. Fund
One Thousand Five Hundred Eighty and 05/100

Hartford's National Adv. Fund
Attn: Teri Hume
P.O. Box 60182
Charlotte, NC 28260

MEMO 500012

#012132# CDS2103055C 17 0137 1# /0000138045/

Ck Serial # 12132 - Amt: \$1,580.45 - 07/11/2006

CHESEAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
CDS 07/06/06

12138

7/20/2006

PAY TO THE ORDER OF
MSM Corporation
Ten Thousand Two Hundred Eighty Four and 33/100

Masterbrook Meat Co., Inc.
MSM Corporation
P.O. Box 82005
Atlanta, GA 30383-3026

MEMO 750076

#012138# CDS2103055C 17 0137 1# /0001028433/

Ck Serial # 12138 - Amt: \$10,284.33 - 07/17/2006

CHESEAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
CDS 07/06/06

12133

7/12/2006

PAY TO THE ORDER OF
Hartford's National Adv. Fund
Seven Thousand Four Hundred Eighty and 41/100

Hartford's National Adv. Fund
Attn: Teri Hume
P.O. Box 60182
Charlotte, NC 28260

MEMO 500012

#012133# CDS2103055C 17 0137 1# /0000740841/

Ck Serial # 12133 - Amt: \$7,408.41 - 07/12/2006

CHESEAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
CDS 07/06/06

12139

7/13/2006

PAY TO THE ORDER OF
Sweet Oil Co
Eighty-Three Thousand Seven Hundred Twenty-Three and 63/100

Sweet Oil Co
2604 Eastbury Cir
Newark, DE 19711

MEMO 500012

#012139# CDS2103055C 17 0137 1# /0008372156/

Ck Serial # 12139 - Amt: \$83,721.65 - 07/21/2006

CHESEAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
CDS 07/06/06

12134

7/12/2006

PAY TO THE ORDER OF
Sweet Oil Co
Twenty-Nine Thousand Nine Hundred Seventy-Seven and 75/100

Sweet Oil Co
2604 Eastbury Cir
Newark, DE 19711

MEMO 500012

#012134# CDS2103055C 17 0137 1# /0002997775/

Ck Serial # 12134 - Amt: \$29,977.75 - 07/12/2006

CHESEAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
CDS 07/06/06

12140

7/13/2006

PAY TO THE ORDER OF
Sweet Oil Co
Thirty-Eight Thousand Eleven and 37/100

Sweet Oil Co
2604 Eastbury Cir
Newark, DE 19711

MEMO 500012

#012140# CDS2103055C 17 0137 1# /0008801137/

Ck Serial # 12140 - Amt: \$38,011.37 - 07/21/2006

CHESEAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
CDS 07/06/06

12135

7/10/2006

PAY TO THE ORDER OF
U.S. Foodservice
One Thousand Seven Hundred Ninety-Five and 69/100

U.S. Foodservice
P.O. Box 82005
Philadelphia, PA 19182-0050

MEMO 511851

#012135# CDS2103055C 17 0137 1# /0000179547/

Ck Serial # 12135 - Amt: \$1,795.69 - 07/17/2006

CHESEAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
CDS 07/06/06

12141

7/12/2006

PAY TO THE ORDER OF
Sweet Oil Co
Nine Hundred Ninety-Two and 17/100

Sweet Oil Co
2604 Eastbury Cir
Newark, DE 19711

MEMO 500012

#012141# CDS2103055C 17 0137 1# /0000099187/

Ck Serial # 12141 - Amt: \$992.87 - 07/21/2006

CHESEAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
CDS 07/06/06

12136

7/12/2006

PAY TO THE ORDER OF
Sweet Oil Co
Thirty-Six Thousand Three Hundred Sixty-Nine and 27/100

Sweet Oil Co
2604 Eastbury Cir
Newark, DE 19711

MEMO 500012

#012136# CDS2103055C 17 0137 1# /0003535427/

Ck Serial # 12136 - Amt: \$36,369.27 - 07/13/2006

CHESEAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
CDS 07/06/06

12142

7/19/2006

PAY TO THE ORDER OF
Alco Petroleum
Six Hundred Three and 09/100

Alco Petroleum
P.O. Box 210
Georgetown, DE 19872-0210

MEMO 500012

#012142# CDS2103055C 17 0137 1# /0000060309/

Ck Serial # 12142 - Amt: \$603.09 - 07/19/2006

CHESEAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
CDS 07/06/06

12137

7/11/2006

PAY TO THE ORDER OF
Sweet Oil Co
Thirty-Nine Thousand Eight Hundred Seventy and 95/100

Sweet Oil Co
2604 Eastbury Cir
Newark, DE 19711

MEMO 500012

#012137# CDS2103055C 17 0137 1# /0003487099/

Ck Serial # 12137 - Amt: \$39,870.99 - 07/13/2006

CHESEAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
CDS 07/06/06

12143

7/19/2006

PAY TO THE ORDER OF
Alco Petroleum
Five Hundred Ninety-Four and 78/100

Alco Petroleum
P.O. Box 210
Georgetown, DE 19872-0210

MEMO 500012

#012143# CDS2103055C 17 0137 1# /0000060309/

Ck Serial # 12143 - Amt: \$594.76 - 07/24/2006

CPS001905

DNV-059-003311-051-008-060801 003605 S03

Acct#: 1701371

07/31/2006

Page

CHESAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
(302) 379-0011

12132

7/12/2006

PAY TO THE ORDER OF: Harder's National Adv. Fund

One Thousand Five Hundred Eighty and 45/100

Harder's National Adv. Fund
Attn: Tom Rana
P.O. Box 60853
Charlotte, NC 28260

MEMO 100302

#012132# C052103065C 17 0137 1# /0000158045/

Ck Serial # 12132 - Amt: \$1,580.45 - 07/11/2006

CHESAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
(302) 379-0011

12138

7/12/2006

PAY TO THE ORDER OF: MSM Corporation

Ten Thousand Two Hundred Eighty-Four and 33/100

Madisonbrook Meat Co., Inc.
MSM Corporation
P.O. Box 93025
Atlanta, GA 31193-3025

MEMO 70075

#012138# C052103065C 17 0137 1# /00001028433/

Ck Serial # 12138 - Amt: \$10,284.33 - 07/17/2006

CHESAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
(302) 379-0011

12133

7/12/2006

PAY TO THE ORDER OF: Harder's License Assoc. of Edinburg

Seven Thousand Four Hundred Eight and 41/100

Harder's License Assoc.
c/o James McNight & Edmonson P.C.
P.O. Box 87702
Chapel Hill, NC 27513

MEMO 800306

#012133# C052103065C 17 0137 1# /00007140841/

Ck Serial # 12133 - Amt: \$7,408.41 - 07/12/2006

CHESAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
(302) 379-0011

12139

7/13/2006

PAY TO THE ORDER OF: Sweet Oil Co.

Eighty-Three Thousand Seven Hundred Twenty-One and 65/100

Sweet Oil Co.
2604 Eastburn Cir
Newark, DE 19711

MEMO Billings - J. & D. Daniel

#012139# C052103065C 17 0137 1# /00008372165/

Ck Serial # 12139 - Amt: \$83,721.65 - 07/21/2006

CHESAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
(302) 379-0011

12134

7/12/2006

PAY TO THE ORDER OF: Sweet Oil Co.

Twenty-Nine Thousand Nine Hundred Seventy-Seven and 75/100

Sweet Oil Co.
2604 Eastburn Cir
Newark, DE 19711

MEMO Rangel

#012134# C052103065C 17 0137 1# /0000299775/

Ck Serial # 12134 - Amt: \$29,977.75 - 07/12/2006

CHESAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
(302) 379-0011

12140

7/13/2006

PAY TO THE ORDER OF: Sweet Oil Co.

Thirty-Eight Thousand Eleven and 37/100

Sweet Oil Co.
2604 Eastburn Cir
Newark, DE 19711

MEMO Rangel - D. Daniel

#012140# C052103065C 17 0137 1# /00003801137/

Ck Serial # 12140 - Amt: \$38,011.37 - 07/21/2006

CHESAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
(302) 379-0011

12135

7/17/2006

PAY TO THE ORDER OF: U.S. Foodservice

One Thousand Seven Hundred Ninety-Five and 69/100

U.S. Foodservice
P.O. Box 820050
Philadelphia, PA 19182-0050

MEMO 631851

#012135# C052103065C 17 0137 1# /0000179569/

Ck Serial # 12135 - Amt: \$1,795.69 - 07/17/2006

CHESAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
(302) 379-0011

12141

7/13/2006

PAY TO THE ORDER OF: Sweet Oil Co.

Nine Hundred Ninety-Two and 87/100

Sweet Oil Co.
2604 Eastburn Cir
Newark, DE 19711

MEMO Balance owed on gas tank as 7/1/06
Rangel

#012141# C052103065C 17 0137 1# /0000099287/

Ck Serial # 12141 - Amt: \$992.87 - 07/21/2006

CHESAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
(302) 379-0011

12136

7/11/2006

PAY TO THE ORDER OF: Sweet Oil Co.

Thirty-Six Thousand Three Hundred Sixty-Nine and 27/100

Sweet Oil Co.
2604 Eastburn Cir
Newark, DE 19711

MEMO Daniel

#012136# C052103065C 17 0137 1# /0000363927/

Ck Serial # 12136 - Amt: \$36,369.27 - 07/13/2006

CHESAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
(302) 379-0011

12142

7/14/2006

PAY TO THE ORDER OF: Alan Petroleum

Six Hundred Three and 08/100

Alan Petroleum
P.O. Box 210
Dorland, DE 19973-0210

MEMO 000100

#012142# C052103065C 17 0137 1# /0000060309/

Ck Serial # 12142 - Amt: \$603.09 - 07/19/2006

CHESAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
(302) 379-0011

12137

7/11/2006

PAY TO THE ORDER OF: Sweet Oil Co.

Thirty-Nine Thousand Eight Hundred Seventy and 99/100

Sweet Oil Co.
2604 Eastburn Cir
Newark, DE 19711

MEMO J. Daniel

#012137# C052103065C 17 0137 1# /00003987099/

Ck Serial # 12137 - Amt: \$39,870.99 - 07/13/2006

CHESAPEAKE PRODUCTS & SERVICES
P.O. BOX 211 LAUREL, DE 19054
(302) 379-0011

12143

7/14/2006

PAY TO THE ORDER OF: Allied Waste Services 8425

Five Hundred Ninety-Four and 78/100

Allied Waste Services 8425
Easton Street
P.O. Box 836141
Baltimore, MD 21283-6141

MEMO 0000341

#012143# C052103065C 17 0137 1# /0000059478/

Ck Serial # 12143 - Amt: \$594.76 - 07/24/2006

CPS001909

DMV-059-003311-051-008-060801 003605 S03

EXHIBIT J

GLoS, Inc.
t/a
Sweet Oil Company

Chesapeake Products & Services Inc.
Mr. Charlie Glenn
PO Box 311
Laurel, Delaware
19956

July 11, 2006

next day

Dear Sir,

I am in receipt of your letter today dated July 11, 2006 in which you assert you believe we have "failed to provide you with adequate response to your multiple attempts to obtain our compliance with the contracts we assumed from Peninsula Oil Company." I must again dispute this statement. I have responded to you verbally, via email, and by letter on numerous occasions. You don't seem to like my answer and are looking for a different response than you are getting and therefore not accepting the answer you receive. I will again attempt to explain our position to you, and must be perfectly clear WE WILL DO EVERYTHING LEGALLY PERMISSABLE TO ENFORCE OUR POSITION UNDER THE CONTRACTS WE PURCHASED FROM PENINSULA OIL, and furthermore, we do not recognize your right to terminate this agreement without proper authorization, and dispute your statement "In essence, you have indicated your intent to terminate, actually or constructively". If you do not like the answer you get to a question, it does not mean the answer is wrong. You must accept the fact a business relationship is a two way street not a one way street going your way. People in business together have disagreements, but these disagreements do not give the other the right to summarily dismiss the rights of the other as you are attempting.

To address the numbered points in your letter:

1. Peninsula Oil was supplying you Texaco branded products through a supply agreement with Motiva Enterprises, I.I.C. Motiva's right to sell Texaco products did in fact terminate on June 30, 2006 as part of a Federal Trade Commission (FTC) decree. At the time of our purchase of Peninsula Oil's agreement with you we informed you we did not have a supply agreement with Motiva, nor would we attempt to obtain one since their right to the Texaco brand was due to terminate prior to your supply agreement and a brand change was inevitable. We discussed this with you the menu of brands we had to offer and as per your contract, we "mutually agreed" to the replacement brand (Citgo) after several meetings, some of which including Terry Sullivan, Territory Manager for Citgo Petroleum.
2. It is difficult to determine when you are referring too in you comment "You placed our retail prices up to 20 cents higher than our competition" as you have been inconsistently providing us with price surveys. Without this information which is required to be provided daily, we must price based on product cost rather than competitive street prices, until you furnish us with this required information. As per the Commission Agency Agreement, we reserve the exclusive right to price our product as we determine responsible. I understand you would like us to be the lowest price on the street all of the time, but we must react to product cost changes, and be fiscally responsible in our actions.
3. This is the first time I have been told we charged you the incorrect price on the diesel fuel

2604 EASTBURN CENTER • NEWARK, DELAWARE • 19711
PHONE: 302.368.9095 • FAX: 302.368.9045



- 2 -

July 11, 2006

delivered to Oasis Citgo. I will be happy to review any documentation you have to validate this new claim of pricing error. We have provided you documentation on every other claim of inaccurate pricing you have made, showing our records to be correct. We will be happy to investigate this latest claim if you can provide us any documentation to back up your request. Your contract states you will purchase all gasoline at "Retail posted price less commission" and diesel fuel at "our posted full transport price" at time of delivery. There is a footnote which states "Not to exceed Salisbury Rack prices by more than .025 per gallon". In fact, we have been charging you Salisbury rack price plus only .01 per gallon which means we have the right to charge you more than we have been charging you in the past. Your comments in your letter dated 5/22/06 about "the most cost competitive common carrier freight company to haul our fuels" is of course an ideal situation to request. You stated "historically your previous carrier was .0075 per gallon less expensive". This may be a true statement, however rates change now almost weekly due to federal department of transportation fuel surcharge rates which are posted on the DOT website. We routinely bid our common carrier freight every year to get a very competitive rate, but no where in your contract, or any other Peninsula Oil dealers contract is it mandated we use any specific carrier, nor does it state we must use the cheapest one, or the one you chose for any other reason. I will state again as I have in many of my previous letters responding to your letters, **WE ARE NOT OVERCHARGING YOU FOR FREIGHT.** You do not have the right in any of your agreements to audit, accept, or not accept any transport carrier we hire to make deliveries to your locations. The carrier we are currently using is certified by the refinery and terminal owners where your products come from, and carry all licenses, permits, and insurances legally required to make these deliveries.

4. We have not "unlawfully transferred monies Electronically" from your bank account. It was mutually agreed in September 2005 we would EFT your account every Wednesday for diesel fuel product delivered to Oasis Citgo over the previous week, until you notified us in writing in March 2006 that you wanted to discontinue this practice and pay future invoices by check. We have not EFT'd your account since receipt of your letter.
5. You allege we have refused to pay you your commission for gasoline sold under the Commission Agency Agreement. In fact, we paid you for the period of September 2005 through January 2006 based on our best estimate of what we believe due to you since you have refused to provide us with the daily sales reports which our Verifone Ruby equipment (loaned equipment) provides everyday at the time of closing of business, in addition to the reconciliation forms provided to you when you, your brother Bill, Adam Gray, Bill Sweet and I met with you live in your office back in September. We would like nothing more than to pay you properly, but without your cooperation in providing us with this very basic information we can not determine exactly what you are due. We have made numerous requests over several months, and still to this day have not received this information. If you provide us with this information in a timely manner, we can issue you checks immediately for any money which you are due.

Now that I have responded to your items, I must address additional items. It has come to our attention you have tampered with and damaged our loaned equipment by deleting proprietary software required by Citgo to process Citgo branded credit cards through our gasoline dispensers which are also loaned equipment. You do not have the right to take this action, and as required by your Citgo franchise, must pay to have this repaired. In addition, you have illegally seized possession of our credit card transaction receipts for all sales of gasoline owned by Sweet Oil Company, beginning with your tampering on June 19, 2006. This action must be corrected immediately, and all monies due to Sweet Oil must be immediately paid in full, or we will seek criminal prosecution for this theft.

We are in receipt of two checks from you which accompanied your letter today in which you have deducted what you believe to be your commission due from the sale of gasoline under the Commission Agency Agreement. We will be applying these checks toward your open balance due for diesel fuel sold to you at the Oasis Citgo location, as well as any money due to us which you collected from the cash sales of our

- 3 -

July 11, 2006

gasoline at Oasis Citgo. These checks are # 12137 in the amount of \$39,870.99 and # 12136 in the amount of \$36,369.27.

Your letter states "our actions indeed force the termination of the contract" which we must again dispute. We have not violated any written agreement. We have no intention of terminating this agreement, or allowing you to unlawfully terminate this agreement and any action on your part to remove our signage, or any of the other loaned equipment on your site will trigger legal action on our part to defend our position to the full extent of the law under the contracts we purchased from Peninsula Oil Company, including but not limited to removing our loaned equipment from your location as allowed in the loaned equipment agreement if necessary.

We look forward to your response.

Sincerely Yours,

A handwritten signature in black ink, appearing to read 'M. Greco', with a long horizontal line extending to the right.

Mark L. Greco

EXHIBIT K



GL e S, Inc.
Sweet Oil Company

Date: July 19, 2006

Chesapeake Products & Services
PO Box 311
Laurel, DE 19956

Re: Sale of Unbranded Gasoline to Laurel Oasis, Sweet Oil Co. supplied CITGO

To Whom It May Concern:

Sweet Oil Company has an exclusive Sales Agreement (the "Agreement") with B.C.G., Inc. t/a The Laurel Oasis, operating as a SWEET OIL COMPANY SUPPLIED CITGO gasoline station at Sussex Highway (the "Station"). Under the terms of the Agreement, Sweet Oil has the exclusive right sell and B.C.G., Inc. t/a The Laurel Oasis has the duty to exclusively purchase motor fuel branded under the SWEET OIL COMPANY SUPPLIED CITGO name at the Station.

This letter is written to put you on notice of the Agreement and that any sale of motor fuel products to the Station will be deemed to be with full knowledge that the motor fuel product was not a SWEET OIL COMPANY SUPPLIED CITGO branded product. Such a sale constitutes, at a minimum, a deceptive trade practice, and further constitutes tortious interference with Sweet Oil's exclusive contract with B.C.G., Inc. t/a The Laurel Oasis. The Office of Retail Gasoline Sales will be notified if such a sale occurs. Currently, the station is being monitored to evaluate compliance/non-compliance with the Agreement.

Accordingly, Sweet Oil has initiated legal action to enjoin any company from selling and /or transporting any motor fuel with the intention that it be sold to the public from this location. Said legal action may include a lawsuit seeking an injunction against any offending company for the sale of motor fuel, as well as a lawsuit for damages. In addition, the state may choose to proceed against an offending party and impose a penalty for a willful violation of the applicable laws.

This letter serves as notice to cease and desist from any sales and/or transport of motor fuel to B.C.G., Inc. t/a The Laurel Oasis,.

Very truly yours,

Ben LeRoy

cc: Bill Sweet
Mark Greco
John McTear
Adam Gray
Valero Energy Corporation (Mike Toker , Sales & Marketing)
Valero Energy Corporation (Elliot Bowytz, esq. Legal)
Valero Energy Corporation, DE City Refinery (Jack Frost, Distribution)
Eagle Transport (Rich McBride, Marketing)
Carroll Independent Fuel
CATO, Inc



- 2 -

August 29, 2006

Eastern Petroleum
Ewing Oil Company
J. Wm. Gordy, Fuel
Ocean Petroleum
Pep-Up
PMG
Service Energy, LLP
Wilson Baker

SO 000557

EXHIBIT L

February 22, 2008

Mr. Harry C. Storm, Esq.
Learch, Early, Brewer
3 Bethesda Metro Center
Suite 460
Bethesda, MD 20814

RE: BCG, Inc., Chesapeake Products & Services, Inc., v. Gles, Inc. dba Sweet Oil Company

Dear Mr. Storm:

The following is an update of the summary of all opinions to be expressed in connection with this litigation and the basis and reasons for those opinions. This update corrects some background information along with minor source data and calculation errors. This report also includes all of the attachments.

I. Summary of Opinions

A. It is my opinion, to reasonable degree of certainty, that as a direct result of Sweet Oil's uncompetitive retail pricing at the Laurel, Delaware location, the Plaintiffs, BCG, Inc. and Chesapeake Products & Services, Inc., suffered significant damages in the form of lost gasoline, convenience store, fast food (Hardees) and restaurant profits as outlined in Exhibits 7 & 8.

B. It is also my opinion, to a reasonable degree of certainty, that both BCG, Inc., and Chesapeake Products & Services, Inc., suffered significant economic loss directly resulting from Sweet Oil's action in sending threatening letters ("Interference Letter Losses" Exhibit 8) to motor fuel suppliers with whom Plaintiff had an actual, or prospective, business relationship. As a result of the threatening letters, Plaintiffs were, for a period of time, unable to secure motor fuel at competitive wholesale prices that would have otherwise been available to them. The effect of these interference letters impacted Delmar following termination of the Delmar franchise.

II. Background and Discussion

In the current competitive retail motor fuel environment, gasoline is only one of a number of profit centers that are part of a contemporary gas station. These profit centers include convenience stores, quick serve and sit-down restaurants, and car washes. The Laurel and Delmar locations would best be described as "travel plazas" in that they are both on a major hi-traffic highway and cater to local, as well as transient traffic. Both are large facilities that are able to handle a significant volume of cars and large trucks. They both have convenience stores, fast food with drive through (Hardees) and sit-down restaurants, along with fueling facilities for automobiles and large trucks.

The current business model for these types of operations is to sell gas at very competitive prices. Profit margins on gas, depending on the local market, tend on average to be in the 1% to 5% range or 3 to 15 cents per gallon. After taking into account fees associated with credit card use, which can easily average 4 to 6 cents per gallon, the actual "profit" from gasoline sales is marginal at best. Due to the low profit margins, gas is a "loss leader" to generate traffic for the other profit centers such as c-stores, restaurants and car washes, where gross profit margins can be upward to 80%. Consequently it is extremely important to not only have competitive prices from one's wholesale supplier, but also to be competitively priced with the surrounding competition in order to generate traffic for the other profit centers.

In September of 2005, Sweet Oil took over the 1990 supply agreement, modified in 1994, that the Plaintiffs had signed with Peninsula Oil. The Laurel location has operated under a "commission agency agreement" whereby the supplier would set the retail prices and the Plaintiffs would receive

Mr. Harry Storm
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 February 22, 2008

a commission of 4 cents per gallon on regular and mid-grade and 6 cents per gallon on hi-test. This program is not unique, but does rely on the wholesale supplier

to post competitive prices. Otherwise, gasoline volume suffers, traffic is reduced, and all the other profit centers suffer decreased volume and profit as well. After Sweet started setting the retail prices, the Laurel location was no longer competitive in its gasoline pricing as can be seen in Exhibit 1, 2, and 3, which graph the Laurel (Oasis) prices to those of the nearby competition. Exhibit 4 clearly shows the impact of the higher posted retail prices in Laurel compared to Delmar where Plaintiffs set the retail prices.¹ As a result of the gasoline volume losses, the Laurel location also suffered significant losses in C-store, Hardees and restaurant sales which are clearly graphed in Exhibits 4A, 5 and 6.

It is my opinion that as a result of Sweet Oil's actions, the Plaintiff suffered the economic losses in Exhibit 7 and summarized in Exhibit 8.

III. Summary of Methodology

I have calculated 4 different Damage Scenarios (Exhibit 8) as follows: I performed an analysis based upon the information described in section VII below and did a "before and after" comparison of the economic performance of both locations. Based on that analysis, the "Calculated Losses" were derived by taking the monthly baseline averages, prior to the Sweet takeover, and subtracting the monthly averages after the Sweet takeover. The difference, for the time period, represents the lost sales. The subsequent lost gross profit on the lost sales is the lost profit for each individual profit center. In the case of these different profit centers, fixed expenses are not reduced by lower sales volume. In the C-store, there is no reduction in any cost, other than the cost of goods sold. The same can be said for the Hardees and restaurant in that they generally need the same level of staffing, even though the sales are lower. Consequently, the "gross profit" is the lost profit.

I performed another analysis based on the assumption that the Laurel location would have continued on the same 6 month sales trend which was interrupted by Sweet's assumption of the supply agreement and its resultant actions. The "Projected Losses" were calculated by taking the 6-month individual profit center sales prior to the Sweet takeover, and projecting a trend line (Exhibits 9, 10, 11 and 12) for the 10-month period that Sweet controlled the Laurel retail gas prices. The average projected monthly increases were added together and the actual sales were deducted. The gross profit on the difference forms the basis of the "Projected Lost Profits".

- a. Scenario 1 is the "calculated losses"
- b. Scenario 2 is the "projected losses"
- c. Scenario 3 is an average of the "calculated" and "projected" losses
- d. Scenario 4 is a "weighted average" of Scenarios 1, 2 and 3, giving the most weight to the "calculated losses".
- e. Added to all 4 scenarios are the calculated "Interference Letter Losses" (Exhibits 13 and 14).

The "Scenario Summary INCLUDING the Interference Letter Losses" suffered by Chesapeake Products & Services Inc., (Delmar) can also be found on Exhibit 8. The "Interference Letter Losses" are calculated on Exhibit 13 with the source of the comparative pricing difference on Exhibit 14.

¹ although Delmar was also impacted by the higher wholesale cost of gas under Sweet.

Mr. Harry Storm
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February 21, 2008

Exhibit 15 contains additional figures used in the various damage claims.

IV. Qualifications

My qualifications as an expert witness, including any publications, are listed in the attached CV.

V. Compensation

My compensation for services rendered in connection with this case are billed at \$175.00 per hour.

VI. Recent representations

A listing of recent cases, including any cases within the preceeding 4 years in which I have testified at trial or given deposition testimony include the following: R&A Inc. v. Kozy Korner, Trial - DC Superior Court, Patterson v. Kramer, Deposition, Montgomery County, Alpine Business Systems v. Comp USA, Trial - Fairfax County Circuit Court, Montgomery County v. Amoco, Deposition - Circuit Court for Montgomery County, Acito v. Sun (R&M) Deposition - MD Fed. District Court, Baker v. Sun - MD Federal District Court. Blue Nile Food Mart, LLC v. Dash-In Food Stores, Inc. Circuit Court of Baltimore Co. - Deposition. Rickert v. Rickert, Jefferson County, West VA - Family Court - Trial Testimony. Glenn v. Glenn, Circuit Court of Boulder County, Boulder, Colorado. - Trial Testimony.

VII. Data or Other Information Considered

In connection with this litigation I have reviewed the following documents: The Amended Complaint, Defendant GLES, Inc's. Answers to Interrogatories, Contract for Delmar location, Correspondence between BCG and Sweet Oil, Contract for the Laurel Oasis Location, Volume and Sales records for all profit centers at the Laurel and Delmar locations, Comparative retail gas prices for Laurel, Delmar and the local competition, along with faxes sent to Sweet Oil regarding on-going uncompetitive pricing. I have also personally visited Laurel and Delmar and their immediate competition and have discussed the facts of the case with Charles and William Glenn.

Respectively submitted on February 21, 2008 as corrected on July 30, 2008.

Sincerely,

Arnold Heckman



Exhibit 1

Laurel Regular Gas Price
Source Data

LAUREL REGULAR GAS PRICES

	Oasis Reg Gas	Exxon Reg Gas	Royal Farms Reg Gas	Shell Reg Gas	Shore Stop Reg Gas
1/1/05	1.719	1.699	1.699		
1/2/05	1.719	1.699	1.699		
1/3/05	1.719	1.699	1.699		
1/4/05	1.719	1.699	1.699		
1/5/05	1.719	1.699	1.699		
1/6/05	1.719	1.699	1.699		
1/7/05	1.719	1.699	1.699		
1/8/05	1.719	1.699	1.699		
1/9/05	1.719	1.699	1.699		
1/10/05	1.719	1.699	1.699		
1/11/05	1.719	1.699	1.699		
1/12/05	1.719	1.699	1.759		
1/13/05	1.719	1.699	1.759		
1/14/05	1.799	1.759	1.759		
1/15/05	1.799	1.759	1.759		
1/16/05	1.799	1.759	1.759		
1/17/05	1.799	1.759	1.759		
1/18/05	1.799	1.759	1.759		
1/19/05	1.779	1.759	1.759		
1/20/05	1.779	1.759	1.759		
1/21/05	1.779	1.759	1.759		
1/22/05	1.779	1.759	1.759		
1/23/05	1.779	1.759	1.759		
1/24/05	1.779	1.779	1.779		
1/25/05	1.779	1.779	1.779		
1/26/05	1.779	1.849	1.779		
1/27/05	1.779	1.849	1.779		
1/28/05	1.879	1.849	1.779		
1/29/05	1.879	1.849	1.849		
1/30/05	1.879	1.849	1.849		
1/31/05	1.879	1.849	1.849		
2/1/05	1.879	1.849	1.849		
2/2/05	1.879	1.849	1.839		
2/3/05	1.879	1.849	1.839		
2/4/05	1.879	1.849	1.839		
2/5/05	1.879	1.849	1.839		
2/6/05	1.879	1.849	1.839		
2/7/05	1.879	1.849	1.839		
2/8/05	1.849	1.849	1.839		
2/9/05	1.849	1.849	1.839		
2/10/05	1.849	1.849	1.839		
2/11/05	1.849	1.849	1.839		
2/12/05	1.849	1.849	1.839		
2/13/05	1.849	1.849	1.839		
2/14/05	1.849	1.849	1.839		
2/15/05	1.849	1.849	1.839		
2/16/05	1.849	1.849	1.839		
2/17/05	1.849	1.849	1.839		
2/18/05	1.849	1.849	1.839		
2/19/05	1.849	1.849	1.839		
2/20/05	1.849	1.849	1.839		
2/21/05	1.849	1.849	1.839		
2/22/05	1.849	1.849	1.839		
2/23/05	1.849	1.849	1.839		

Exhibit 1

Laural Regular Gas Price

Source Data

	Oasis Reg Gas	Exxon Reg Gas	Royal Farms Reg Gas	Shell Reg Gas	Shore Stop Reg Gas
2/24/05	1.849	1.849	1.839		
2/25/05	1.849	1.849	1.839		
2/26/05	1.849	1.849	1.839		
2/27/05	1.849	1.849	1.839		
2/28/05	1.849	1.849	1.839		
3/1/05	1.849	1.849	1.839		
3/2/05	1.849	1.849	1.839		
3/3/05	1.849	1.849	1.839		
3/4/05	1.889	1.849	1.839		
3/5/05	1.889	1.849	1.839		
3/6/05	1.889	1.849	1.839		
3/7/05	1.889	1.849	1.899		
3/8/05	1.889	1.899	1.899		
3/9/05	1.889	1.899	1.899		
3/10/05	1.919	1.899	1.959		
3/11/05	1.959	1.959	1.959		
3/12/05	1.959	1.959	1.959		
3/13/05	1.959	1.959	1.959		
3/14/05	1.959	1.959	1.959		
3/15/05	1.959	1.959	1.959		
3/16/05	1.979	1.959	1.959		
3/17/05	1.979	1.959	1.959		
3/18/05	1.979	1.959	1.959		
3/19/05	1.979	1.959	1.959		
3/20/05	1.979	1.959	1.959		
3/21/05	1.979	1.959	1.959		
3/22/05	2.039	1.979	1.959		
3/23/05	2.039	1.979	1.959		
3/24/05	2.039	1.979	1.959		
3/25/05	2.039	2.019	1.999		
3/26/05	2.039	2.019	1.999		
3/27/05	2.039	2.019	1.999		
3/28/05	2.039	2.019	1.999		
3/29/05	2.039	2.019	1.999		
3/30/05	2.079	2.019	1.999		
3/31/05	2.079	2.019	1.999		
4/1/05	2.079	2.039	1.999		
4/2/05	2.079	2.039	1.999		
4/3/05	2.079	2.039	1.999		
4/4/05	2.099	2.059	2.09		
4/5/05	2.099	2.119	2.09		
4/6/05	2.129	2.119	2.09		
4/7/05	2.129	2.119	2.09		
4/8/05	2.129	2.119	2.09		
4/9/05	2.129	2.119	2.09		
4/10/05	2.129	2.119	2.09		
4/11/05	2.129	2.119	2.09		
4/12/05	2.129	2.119	2.09		
4/13/05	2.129	2.119	2.09		
4/14/05	2.129	2.119	2.09		
4/15/05	2.129	2.119	2.09		
4/16/05	2.129	2.119	2.09		
4/17/05	2.129	2.119	2.09		
4/18/05	2.129	2.119	2.09		
4/19/05	2.129	2.119	2.09		
4/20/05	2.129	2.119	2.09		

Exhibit 1

Laural Regular Gas Price

Source Data

	Oasis Reg Gas	Exxon Reg Gas	Royal Farms Reg Gas	Shell Reg Gas	Shore Stop Reg Gas
4/21/05	2.129	2.119	2.09		
4/22/05	2.129	2.119	2.09		
4/23/05	2.129	2.119	2.09		
4/24/05	2.129	2.119	2.09		
4/25/05	2.129	2.119	2.09		
4/26/05	2.129	2.119	2.09		
4/27/05	2.129	2.119	2.09		
4/28/05	2.129	2.119	2.09		
4/29/05	2.129	2.119	2.09		
4/30/05	2.129	2.119	2.09		
5/1/05	2.129	2.119	2.09		
5/2/05	2.129	2.119	2.09		
5/3/05	2.129	2.119	2.09		
5/4/05	2.129	2.119	2.09		
5/5/05	2.119	2.119	2.059		
5/6/05	2.119	2.079	2.059		
5/7/05	2.119	2.079	2.059		
5/8/05	2.119	2.079	2.059		
5/9/05	2.119	2.059	2.059		
5/10/05	2.119	2.059	2.059		
5/11/05	2.059	2.059	2.059		
5/12/05	2.059	2.059	2.059		
5/13/05	2.059	2.059	1.999		
5/14/05	2.059	2.059	1.999		
5/15/05	2.059	2.059	1.999		
5/16/05	2.059	2.059	1.999		
5/17/05	2.059	1.999	1.999		
5/18/05	1.999	1.999	1.999		
5/19/05	1.999	1.999	1.999		
5/20/05	1.999	1.999	1.999		
5/21/05	1.999	1.999	1.999		
5/22/05	1.999	1.999	1.999		
5/23/05	1.999	1.999	1.999		
5/24/05	1.999	1.999	1.999		
5/25/05	1.999	1.999	1.999		
5/26/05	1.999	1.999	1.999		
5/27/05	1.999	1.999	1.999		
5/28/05	1.999	1.999	1.999		
5/29/05	1.999	1.999	1.999		
5/30/05	1.999	1.999	1.999		
5/31/05	1.999	1.999	1.979		
6/1/05	1.999	1.999	1.979		
6/2/05	1.999	1.999	1.979		
6/3/05	1.999	1.999	1.979		
6/4/05	1.999	1.999	1.979		
6/5/05	1.999	1.999	1.979		
6/6/05	1.999	2.099	2.099		
6/7/05	1.999	2.099	2.099		
6/8/05	2.099	2.099	2.099		
6/9/05	2.099	2.099	2.099		
6/10/05	2.099	2.099	2.099		
6/11/05	2.099	2.099	2.099		
6/12/05	2.099	2.099	2.099		
6/13/05	2.099	2.099	2.099		
6/14/05	2.099	2.099	2.099		
6/15/05	2.099	2.099	2.099		

Exhibit 1

Laural Regular Gas Price

Source Data

	Oasis Reg Gas	Exxon Reg Gas	Royal Farms Reg Gas	Shell Reg Gas	Shore Stop Reg Gas
6/16/05	2.099	2.119	2.159		
6/17/05	2.099	2.119	2.159		
6/18/05	2.099	2.119	2.159		
6/19/05	2.099	2.119	2.159		
6/20/05	2.099	2.119	2.159		
6/21/05	2.159	2.119	2.159		
6/22/05	2.179	2.179	2.159		
6/23/05	2.179	2.179	2.159		
6/24/05	2.179	2.179	2.159		
6/25/05	2.179	2.179	2.159		
6/26/05	2.179	2.179	2.159		
6/27/05	2.179	2.199	2.159		
6/28/05	2.199	2.199	2.199		
6/29/05	2.199	2.199	2.199		
6/30/05	2.199	2.199	2.199		
7/1/05	2.199	2.199	2.199		
7/2/05	2.199	2.199	2.199		
7/3/05	2.199	2.199	2.199		
7/4/05	2.199	2.199	2.199		
7/5/05	2.199	2.199	2.159		
7/6/05	2.199	2.199	2.159		
7/7/05	2.199	2.199	2.159		
7/8/05	2.199	2.199	2.159		
7/9/05	2.199	2.199	2.159		
7/10/05	2.199	2.199	2.159		
7/11/05	2.299	2.299	2.299		
7/12/05	2.299	2.299	2.299		
7/13/05	2.299	2.299	2.299		
7/14/05	2.319	2.299	2.339		
7/15/05	2.339	2.339	2.339		
7/16/05	2.339	2.339	2.339		
7/17/05	2.339	2.339	2.339		
7/18/05	2.339	2.339	2.339		
7/19/05	2.339	2.339	2.339		
7/20/05	2.339	2.339	2.339		
7/21/05	2.339	2.339	2.339		
7/22/05	2.339	2.339	2.339		
7/23/05	2.339	2.319	2.299		
7/24/05	2.339	2.319	2.299		
7/25/05	2.339	2.319	2.299		
7/26/05	2.339	2.319	2.299		
7/27/05	No Data from 7-27 to 9-18				
9/19/05	2.899	2.799	2.799		
9/20/05	2.899	2.799	2.759		
9/21/05	2.899	2.799	2.739		2.759
9/22/05	2.799	2.759	2.739		2.739
9/23/05	2.799	2.759	2.739		2.739
9/24/05	2.799	2.759	2.739		2.739
9/25/05	2.799	2.759	2.739		2.739
9/26/05	2.799	2.759	2.739		2.739
9/27/05	2.799	2.759	2.739		2.739
9/28/05	2.799	2.759	2.739		2.739
9/29/05	2.899	2.759	2.739		2.739
9/30/05	2.949	2.859	2.799		2.859
10/1/05	2.949	2.859	2.799		2.859

Exhibit 1

Laura! Regular Gas Price

Source Data

	Oasis Reg Gas	Exxon Reg Gas	Royal Farms Reg Gas	Shell Reg Gas	Shore Stop Reg Gas
10/2/05	2.949	2.859	2.799		2.859
10/3/05	2.949	2.859	2.799		2.859
10/4/05	2.949	2.859	2.799		2.859
10/5/05	2.899	2.869	2.799		2.799
10/6/05	2.899	2.869	2.799		2.799
10/7/05	2.899	2.869	2.799		2.799
10/8/05	2.899	2.869	2.799		2.799
10/9/05	2.899	2.869	2.799		2.799
10/10/05	2.799	2.899	2.799		2.799
10/11/05	2.799	2.899	2.799		2.799
10/12/05	2.799	2.779	2.759		2.759
10/13/05	2.759	2.779	2.699		2.699
10/14/05	2.699	2.699	2.659		2.699
10/15/05	2.699	2.699	2.659		2.699
10/16/05	2.699	2.699	2.659	2.699	2.659
10/17/05	2.739	2.699	2.699	2.699	2.699
10/18/05	2.659	2.599	2.599	2.599	2.659
10/19/05	2.619	2.599	2.599	2.599	2.599
10/20/05	2.599	2.599	2.599	2.599	2.589
10/21/05	2.599	2.599	2.559	2.559	2.589
10/22/05	2.599	2.499	2.499	2.499	2.499
10/23/05	2.599	2.499	2.499	2.499	2.499
10/24/05	2.599	2.499	2.499	2.499	2.499
10/25/05	2.479	2.439	2.439	2.439	2.469
10/26/05	2.439	2.399	2.399	2.399	2.399
10/27/05	2.439	2.359	2.359	2.359	2.359
10/28/05	2.439	2.359	2.359	2.359	2.359
10/29/05	2.359	2.299	2.299	2.299	2.299
10/30/05	2.359	2.299	2.299	2.299	2.299
10/31/05	2.359	2.299	2.299	2.299	2.299
11/1/05	2.299	2.159	2.159	2.159	2.159
11/2/05	2.249	2.199	2.159	2.159	2.199
11/3/05	2.249	2.159	2.159	2.159	2.199
11/4/05	2.249	2.159	2.159	2.159	2.159
11/5/05	2.249	2.159	2.159	2.159	2.159
11/6/05	2.249	2.159	2.159	2.159	2.159
11/7/05	2.249	2.159	2.159	2.159	2.159
11/8/05	2.249	2.159	2.159	2.159	2.149
11/9/05	2.219	2.099	2.099	2.099	2.089
11/10/05	2.179	2.159	2.159	2.159	2.149
11/11/05	2.179	2.099	2.059	2.099	2.089
11/12/05	2.179	2.059	2.059	2.059	2.049
11/13/05	2.179	2.059	2.059	2.059	2.049
11/14/05	2.179	2.059	2.059	2.059	2.049
11/15/05	2.149	2.059	2.059	2.059	2.049
11/16/05	2.149	2.059	2.059	2.059	2.049
11/17/05	2.099	2.059	2.059	2.059	2.049
11/18/05	2.059	1.999	1.999	1.999	1.989
11/19/05	2.059	1.999	1.999	1.999	1.989
11/20/05	2.059	1.999	1.999	1.999	1.989
11/21/05	2.059	1.999	1.999	1.999	1.989
11/22/05	2.059	1.999	1.999	1.999	1.989
11/23/05	2.059	1.999	1.999	1.999	1.989
11/24/05	2.059	1.999	1.999	1.999	1.989
11/25/05	2.059	1.999	1.999	1.999	1.989
11/26/05	2.059	1.999	1.999	1.999	1.989

Exhibit 1

Laural Regular Gas Price
Source Data

	Oasis Reg Gas	Exxon Reg Gas	Royal Farms Reg Gas	Shell Reg Gas	Shore Stop Reg Gas
11/27/05	2.059	1.999	1.999	1.999	1.989
11/28/05	2.059	1.999	1.999	1.999	1.989
11/29/05	2.059	1.999	1.999	1.999	1.989
11/30/05	2.059	1.959	1.959	1.959	1.949
12/1/05	2.149	1.959	1.959	1.959	1.949
12/2/05	2.149	1.959	1.959	1.959	1.959
12/3/05	2.149	1.959	1.999	1.999	1.999
12/4/05	2.149	1.959	1.999	1.999	1.999
12/5/05	2.149	1.959	1.999	1.999	1.999
12/6/05	2.149	1.999	1.999	1.999	1.999
12/7/05	2.149	1.999	1.999	1.999	1.999
12/8/05	2.149	1.999	1.999	1.999	1.999
12/9/05	2.149	1.999	1.999	1.999	1.999
12/10/05	2.149	2.059	2.059	2.059	2.059
12/11/05	2.149	2.059	2.059	2.059	2.059
12/12/05	2.149	2.059	2.059	2.059	2.059
12/13/05	2.149	2.099	2.099	2.099	2.099
12/14/05	2.199	2.099	2.099	2.099	2.099
12/15/05	2.199	2.139	2.139	2.139	2.139
12/16/05	2.199	2.139	2.139	2.139	2.139
12/17/05	2.199	2.139	2.139	2.139	2.139
12/18/05	2.199	2.139	2.139	2.139	2.139
12/19/05	2.199	2.139	2.139	2.139	2.139
12/20/05	2.199	2.139	2.139	2.139	2.139
12/21/05	2.199	2.139	2.139	2.139	2.139
12/22/05	2.199	2.159	2.159	2.159	2.159
12/23/05	2.199	2.159	2.159	2.159	2.159
12/24/05	2.199	2.159	2.159	2.159	2.159
12/25/05	2.199	2.159	2.159	2.159	2.159
12/26/05	2.199	2.159	2.159	2.159	2.159
12/27/05	2.199	2.159	2.159	2.159	2.159
12/28/05	2.199	2.119	2.119	2.119	2.139
12/29/05	2.199	2.119	2.119	2.119	2.139
12/30/05	2.199	2.119	2.119	2.119	2.139
12/31/05	2.199	2.119	2.119	2.119	2.139
1/1/06	2.199	2.119	2.119	2.119	2.139
1/2/06	2.199	2.119	2.119	2.119	2.139
1/3/06	2.199	2.119	2.119	2.119	2.139
1/4/06	2.199	2.119	2.119	2.119	2.119
1/5/06	2.299	2.199	2.199	2.199	2.199
1/6/06	2.299	2.199	2.259	2.199	2.199
1/7/06	2.299	2.199	2.259	2.199	2.199
1/8/06	2.299	2.199	2.259	2.199	2.199
1/9/06	2.299	2.199	2.259	2.199	2.199
1/10/06	2.299	2.299	2.299	2.299	2.299
1/11/06	2.399	2.269	2.299	2.299	2.299
1/12/06	2.399	2.269	2.299	2.299	2.299
1/13/06	2.399	2.259	2.259	2.299	2.299
1/14/06	2.399	2.259	2.299	2.299	2.299
1/15/06	2.399	2.259	2.299	2.299	2.299
1/16/06	2.399	2.259	2.299	2.299	2.299
1/17/06	2.399	2.259	2.299	2.299	2.299
1/18/06	2.399	2.259	2.299	2.299	2.299
1/19/06	2.399	2.259	2.299	2.299	2.299
1/20/06	2.399	2.259	2.299	2.299	2.299
1/21/06	2.399	2.259	2.299	2.259	2.299

Exhibit 1

Laural Regular Gas Price
Source Data

	Oasis Reg Gas	Exxon Reg Gas	Royal Farms Reg Gas	Shell Reg Gas	Shore Stop Reg Gas
1/22/06	2.399	2.259	2.299	2.259	2.299
1/23/06	2.399	2.259	2.299	2.259	2.299
1/24/06	2.399	2.259	2.299	2.259	2.299
1/25/06	2.399	2.259	2.299	2.259	2.299
1/26/06	2.399	2.299	2.299	2.299	2.299
1/27/06	2.399	2.299	2.299	2.299	2.299
1/28/06	2.349	2.259	2.259	2.259	2.259
1/29/06	2.349	2.259	2.259	2.259	2.259
1/30/06	2.349	2.259	2.259	2.259	2.259
1/31/06	2.349	2.259	2.259	2.259	2.259
2/1/06	2.399	2.259	2.259	2.259	2.259
2/2/06	2.399	2.299	2.259	2.299	2.259
2/3/06	2.399	2.299	2.259	2.299	2.259
2/4/06	2.349	2.259	2.259	2.259	2.279
2/5/06	2.349	2.259	2.259	2.259	2.279
2/6/06	2.349	2.259	2.259	2.259	2.279
2/7/06	2.349	2.259	2.259	2.259	2.279
2/8/06	2.329	2.259	2.259	2.259	2.259
2/9/06	2.329	2.259	2.259	2.259	2.259
2/10/06	2.299	2.199	2.199	2.199	2.199
2/11/06	2.279	2.199	2.199	2.199	2.199
2/12/06	2.279	2.199	2.199	2.199	2.199
2/13/06	2.279	2.199	2.199	2.199	2.199
2/14/06	2.279	2.199	2.199	2.199	2.199
2/15/06	2.249	2.199	2.199	2.199	2.199
2/16/06	2.199	2.179	2.179	2.199	2.199
2/17/06	2.199	2.179	2.179	2.199	2.199
2/18/06	2.199	2.159	2.159	2.159	2.159
2/19/06	2.199	2.159	2.159	2.159	2.159
2/20/06	2.199	2.159	2.159	2.159	2.159
2/21/06	2.199	2.159	2.159	2.159	2.159
2/22/06	2.199	2.159	2.159	2.159	2.159
2/23/06	2.199	2.159	2.159	2.159	2.159
2/24/06	2.199	2.159	2.159	2.159	2.159
2/25/06	2.199	2.159	2.159	2.159	2.159
2/26/06	2.199	2.159	2.159	2.159	2.159
2/27/06	2.199	2.159	2.159	2.159	2.159
2/28/06	2.199	2.159	2.159	2.159	2.159
3/1/06	2.199	2.099	2.099	2.099	2.119
3/2/06	2.199	2.099	2.099	2.099	2.119
3/3/06	2.199	2.119	2.099	2.119	2.119
3/4/06	2.199	2.119	2.099	2.119	2.119
3/5/06	2.229	2.119	2.099	2.119	2.159
3/6/06	2.229	2.119	2.099	2.119	2.159
3/7/06	2.229	2.119	2.099	2.119	2.159
3/8/06	2.229	2.179	2.179	2.179	2.179
3/9/06	2.229	2.179	2.179	2.179	2.179
3/10/06	2.229	2.179	2.179	2.179	2.179
3/11/06	2.229	2.179	2.179	2.179	2.179
3/12/06	2.229	2.179	2.179	2.179	2.179
3/13/06	2.229	2.179	2.179	2.179	2.179
3/14/06	2.229	2.179	2.179	2.179	2.179
3/15/06	2.299	2.179	2.199	2.229	2.259
3/16/06	2.299	2.179	2.199	2.229	2.259
3/17/06	2.299	2.179	2.199	2.229	2.259
3/18/06	2.299	2.179	2.199	2.229	2.259

Exhibit 1

Laural Regular Gas Price
Source Data

	Oasis Reg Gas	Exxon Reg Gas	Royal Farms Reg Gas	Shell Reg Gas	Shore Stop Reg Gas
3/19/06	2.299	2.179	2.199	2.229	2.259
3/20/06	2.299	2.179	2.199	2.229	2.259
3/21/06	2.449	2.399	2.399	2.399	2.349
3/22/06	2.449	2.399	2.399	2.399	2.349
3/23/06	2.449	2.399	2.399	2.399	2.399
3/24/06	2.449	2.399	2.359	2.399	2.379
3/25/06	2.449	2.399	2.359	2.399	2.379
3/26/06	2.449	2.399	2.359	2.399	2.379
3/27/06	2.449	2.399	2.359	2.399	2.379
3/28/06	2.449	2.399	2.359	2.399	2.379
3/29/06	2.449	2.379	2.359	2.399	2.379
3/30/06	2.449	2.379	2.359	2.399	2.379
3/31/06	2.479	2.379	2.359	2.399	2.379
4/1/06	2.599	2.449	2.399	2.399	2.379
4/2/06	2.599	2.449	2.399	2.399	2.379
4/3/06	2.599	2.449	2.399	2.399	2.379
4/4/06	2.599	2.449	2.449	2.449	2.449
4/5/06	2.549	2.449	2.449	2.449	2.449
4/6/06	2.549	2.449	2.449	2.449	2.449
4/7/06	2.549	2.449	2.449	2.449	2.449
4/8/06	2.549	2.449	2.449	2.449	2.449
4/9/06	2.549	2.449	2.449	2.449	2.449
4/10/06	2.599	2.539	2.539	2.539	2.539
4/11/06	2.599	2.599	2.599	2.599	2.599
4/12/06	2.649	2.599	2.599	2.599	2.599
4/13/06	2.649	2.599	2.599	2.599	2.599
4/14/06	2.649	2.599	2.599	2.599	2.599
4/15/06	2.649	2.599	2.599	2.599	2.599
4/16/06	2.649	2.599	2.599	2.599	2.599
4/17/06	2.649	2.599	2.599	2.599	2.599
4/18/06	2.699	2.699	2.699	2.699	2.699
4/19/06	2.799	2.699	2.739	2.749	2.699
4/20/06	2.799	2.739	2.749	2.749	2.699
4/21/06	2.899	2.849	2.839	2.849	2.849
4/22/06	2.899	2.849	2.839	2.849	2.849
4/23/06	2.899	2.849	2.839	2.849	2.849
4/24/06	2.899	2.849	2.839	2.849	2.849
4/25/06	2.899	2.849	2.839	2.849	2.849
4/26/06	2.899	2.849	2.839	2.849	2.849
4/27/06	2.899	2.899	2.899	2.899	2.899
4/28/06	2.899	2.899	2.899	2.899	2.899
4/29/06	2.899	2.899	2.899	2.899	2.899
4/30/06	2.899	2.899	2.899	2.899	2.899
5/1/06	2.899	2.899	2.899	2.899	2.899
5/2/06	2.899	2.899	2.899	2.899	2.899
5/3/06	2.899	2.899	2.899	2.899	2.899
5/4/06	2.899	2.899	2.839	2.899	2.839
5/5/06	2.899	2.899	2.839	2.899	2.839
5/6/06	2.899	2.899	2.839	2.899	2.839
5/7/06	2.899	2.899	2.839	2.899	2.839
5/8/06	2.899	2.899	2.839	2.899	2.839
5/9/06	2.899	2.899	2.839	2.899	2.839
5/10/06	2.799	2.899	2.899	2.839	2.839
5/11/06	2.859	2.899	2.899	2.839	2.839
5/12/06	2.859	2.899	2.899	2.839	2.839
5/13/06	2.949	2.899	2.899	2.839	2.839

Exhibit 1

Laural Regular Gas Price
Source Data

	Oasis Reg Gas	Exxon Reg Gas	Royal Farms Reg Gas	Shell Reg Gas	Shore Stop Reg Gas
5/14/06	2.949	2.899	2.899	2.839	2.839
5/15/06	2.949	2.899	2.899	2.839	2.839
5/16/06	2.999	2.899	2.899	2.839	2.839
5/17/06	2.999	2.899	2.899	2.839	2.839
5/18/06	2.999	2.899	2.899	2.899	2.899
5/19/06	2.999	2.899	2.899	2.899	2.899
5/20/06	2.999	2.899	2.899	2.899	2.899
5/21/06	2.999	2.899	2.899	2.899	2.899
5/22/06	2.999	2.899	2.899	2.899	2.899
5/23/06	2.999	2.899	2.899	2.899	2.899
5/24/06	2.999	2.899	2.899	2.899	2.899
5/25/06	2.999	2.899	2.899	2.899	2.899
5/26/06	2.899	2.859	2.859	2.899	
5/27/06	2.899	2.899	2.859	2.879	
5/28/06	2.899	2.899	2.859	2.879	
5/29/06	2.899	2.899	2.859	2.879	
5/30/06	2.899	2.899	2.859	2.879	
5/31/06	2.899	2.899	2.859	2.879	
6/1/06	2.899	2.899	2.859	2.879	
6/2/06	2.999	2.899	2.859	2.879	
6/3/06	2.999	2.899	2.859	2.919	
6/4/06	2.999	2.899	2.859	2.919	
6/5/06	2.999	2.899	2.859	2.919	
6/6/06	2.999	2.899	2.859	2.919	
6/7/06	2.999	2.899	2.859	2.919	
6/8/06	2.999	2.939	2.899	2.939	
6/9/06	2.999	2.939	2.899	2.939	
6/10/06	2.999	2.939	2.899	2.939	
6/11/06	2.999	2.939	2.899	2.939	
6/12/06	2.999	2.939	2.899	2.939	
6/13/06	2.979	2.939	2.899	2.939	
6/14/06	2.979	2.939	2.899	2.939	
6/15/06	2.979	2.939	2.899	2.939	
6/16/06	2.979	2.939	2.899	2.939	
6/17/06	2.949	2.939	2.899	2.939	
6/18/06	2.949	2.939	2.899	2.939	
6/19/06	2.949	2.899	2.859	2.899	
6/20/06	2.949	2.899	2.859	2.899	
6/21/06	2.949	2.859	2.859	2.859	
6/22/06	2.949	2.859	2.859	2.859	
6/23/06	2.949	2.859	2.859	2.859	
6/24/06	2.949	2.859	2.859	2.859	
6/25/06	2.949	2.859	2.859	2.859	
6/26/06	2.949	2.859	2.859	2.859	
6/27/06	2.949	2.859	2.859	2.859	
6/28/06	2.949	2.859	2.859	2.859	
6/29/06	2.949	2.859	2.859	2.859	
6/30/06	2.949	2.859	2.859	2.859	
7/1/06	3.099	2.999	2.919	2.999	
7/2/06	3.099	2.999	2.919	2.999	
7/3/06	3.099	2.999	2.919	2.999	
7/4/06	3.099	2.999	2.999	3.099	

Exhibit 1A

Laurel Regular Prices

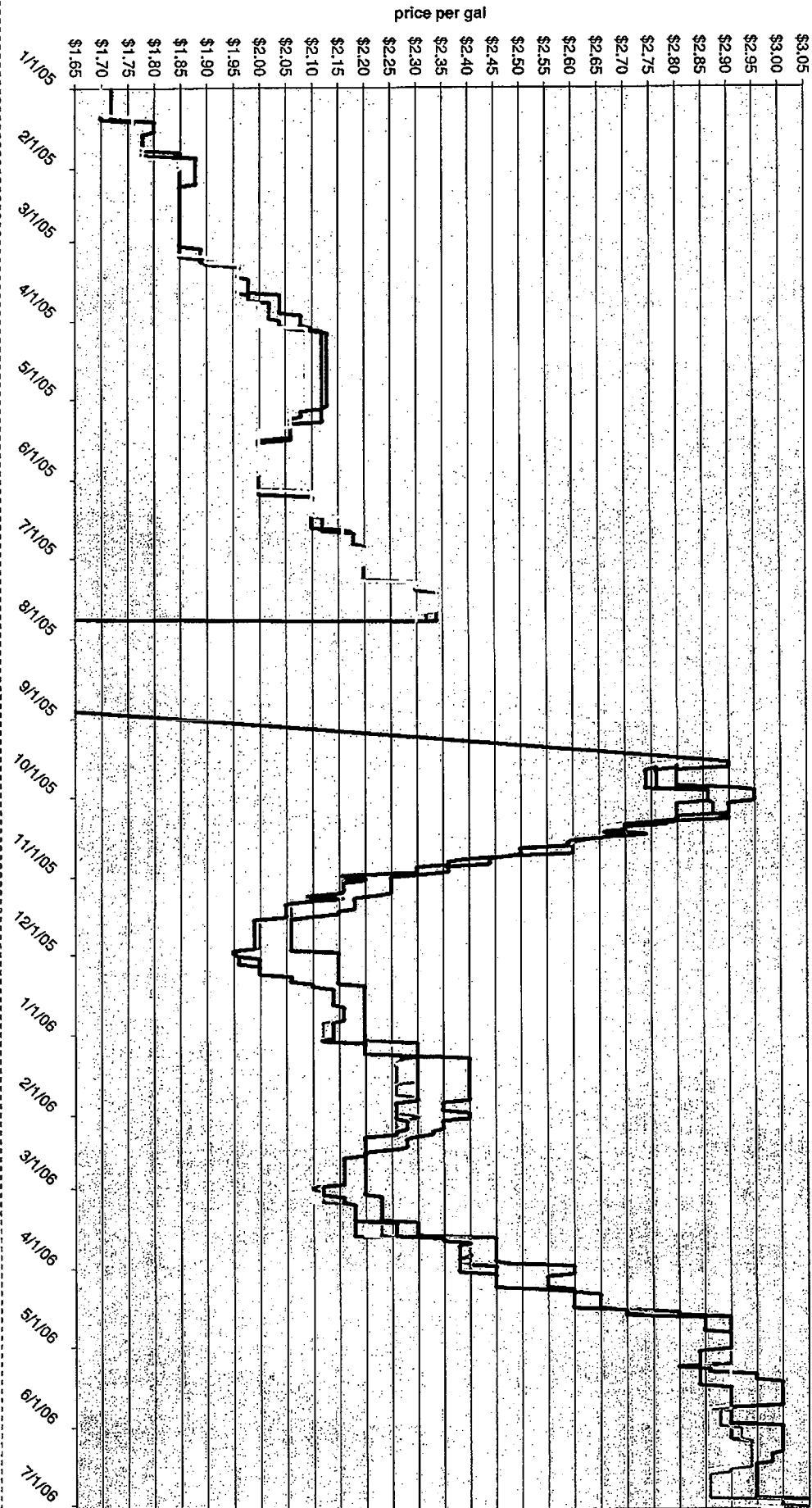


Exhibit 2

Laurel Plus Gas Price
Source Data

LAUREL PLUS GAS PRICES

	Oasis Plus Gas	Exxon Plus Gas	Royal Farm Plus Gas	Shell Plus Gas	Shore Stop Plus Gas
01/01/05	1.789	1.789	1.759		
01/02/05	1.789	1.789	1.759		
01/03/05	1.789	1.789	1.759		
01/04/05	1.789	1.789	1.759		
01/05/05	1.789	1.789	1.759		
01/06/05	1.789	1.789	1.759		
01/07/05	1.789	1.789	1.759		
01/08/05	1.789	1.789	1.759		
01/09/05	1.789	1.789	1.759		
01/10/05	1.789	1.789	1.759		
01/11/05	1.789	1.789	1.759		
01/12/05	1.789	1.789	1.839		
01/13/05	1.789	1.789	1.839		
01/14/05	1.839	1.839	1.839		
01/15/05	1.839	1.839	1.839		
01/16/05	1.839	1.839	1.839		
01/17/05	1.839	1.839	1.839		
01/18/05	1.839	1.839	1.839		
01/19/05	1.859	1.839	1.839		
01/20/05	1.859	1.839	1.839		
01/21/05	1.859	1.839	1.839		
01/22/05	1.859	1.859	1.839		
01/23/05	1.859	1.859	1.839		
01/24/05	1.859	1.859	1.839		
01/25/05	1.859	1.859	1.839		
01/26/05	1.859	1.929	1.839		
01/27/05	1.859	1.929	1.839		
01/28/05	1.949	1.929	1.839		
01/29/05	1.949	1.929	1.919		
01/30/05	1.949	1.929	1.919		
01/31/05	1.949	1.929	1.919		
02/01/05	1.949	1.929	1.919		
02/02/05	1.949	1.929	1.919		
02/03/05	1.949	1.929	1.919		
02/04/05	1.949	1.929	1.919		
02/05/05	1.949	1.929	1.879		
02/06/05	1.949	1.929	1.879		
02/07/05	1.949	1.929	1.879		
02/08/05	1.949	1.929	1.879		
02/09/05	1.929	1.929	1.879		
02/10/05	1.929	1.929	1.899		
02/11/05	1.929	1.949	1.879		
02/12/05	1.929	1.949	1.879		
02/13/05	1.929	1.949	1.879		
02/14/05	1.929	1.949	1.879		
02/15/05	1.929	1.949	1.879		
02/16/05	1.929	1.949	1.879		
02/17/05	1.929	1.949	1.879		
02/18/05	1.929	1.949	1.879		
02/19/05	1.929	1.949	1.879		
02/20/05	1.929	1.949	1.879		
02/21/05	1.929	1.949	1.879		
02/22/05	1.929	1.949	1.879		
02/23/05	1.929	1.949	1.879		

Exhibit 2

Laural Plus Gas Price
Source Data

	Oasis Plus Gas	Exxon Plus Gas	Royal Farm Plus Gas	Shell Plus Gas	Shore Stop Plus Gas
02/24/05	1.929	1.949	1.879		
02/25/05	1.929	1.949	1.879		
02/26/05	1.929	1.949	1.879		
02/27/05	1.929	1.949	1.879		
02/28/05	1.929	1.949	1.879		
03/01/05	1.929	1.949	1.879		
03/02/05	1.929	1.949	1.879		
03/03/05	1.929	1.949	1.879		
03/04/05	1.949	1.949	1.879		
03/05/05	1.949	1.949	1.879		
03/06/05	1.949	1.949	1.879		
03/07/05	1.949	1.929	1.979		
03/08/05	1.949	1.979	1.979		
03/09/05	1.949	1.979	1.979		
03/10/05	1.979	1.979	2.039		
03/11/05	2.039	2.039	2.039		
03/12/05	2.039	2.039	2.039		
03/13/05	2.039	2.039	2.039		
03/14/05	2.039	2.039	2.039		
03/15/05	2.039	2.039	2.039		
03/16/05	2.059	2.039	2.039		
03/17/05	2.059	2.039	2.039		
03/18/05	2.059	2.039	2.039		
03/19/05	2.059	2.039	2.039		
03/20/05	2.059	2.039	2.039		
03/21/05	2.059	2.039	2.039		
03/22/05	2.089	2.059	2.039		
03/23/05	2.089	2.059	2.039		
03/24/05	2.089	2.059	2.039		
03/25/05	2.089	2.099	2.079		
03/26/05	2.089	2.099	2.079		
03/27/05	2.089	2.099	2.079		
03/28/05	2.089	2.099	2.079		
03/29/05	2.089	2.099	2.079		
03/30/05	2.129	2.099	2.079		
03/31/05	2.129	2.099	2.079		
04/01/05	2.129	2.099	2.079		
04/02/05	2.129	2.099	2.079		
04/03/05	2.129	2.099	2.079		
04/04/05	2.169	2.139	2.179		
04/05/05	2.169	2.199	2.179		
04/06/05	2.199	2.199	2.179		
04/07/05	2.199	2.199	2.179		
04/08/05	2.199	2.199	2.179		
04/09/05	2.199	2.199	2.179		
04/10/05	2.199	2.199	2.179		
04/11/05	2.199	2.199	2.179		
04/12/05	2.199	2.199	2.179		
04/13/05	2.199	2.199	2.179		
04/14/05	2.199	2.199	2.179		
04/15/05	2.199	2.199	2.179		
04/16/05	2.199	2.199	2.179		
04/17/05	2.199	2.199	2.179		
04/18/05	2.199	2.199	2.179		
04/19/05	2.199	2.199	2.179		
04/20/05	2.199	2.199	2.179		

Exhibit 2

Laural Plus Gas Price
Source Data

	Oasis Plus Gas	Exxon Plus Gas	Royal Farm Plus Gas	Shell Plus Gas	Shore Stop Plus Gas
04/21/05	2.199	2.199	2.179		
04/22/05	2.199	2.199	2.179		
04/23/05	2.199	2.199	2.179		
04/24/05	2.199	2.199	2.179		
04/25/05	2.199	2.199	2.179		
04/26/05	2.199	2.199	2.179		
04/27/05	2.199	2.199	2.179		
04/28/05	2.199	2.199	2.179		
04/29/05	2.199	2.199	2.179		
04/30/05	2.199	2.199	2.179		
05/01/05	2.199	2.199	2.179		
05/02/05	2.199	2.199	2.179		
05/03/05	2.199	2.199	2.179		
05/04/05	2.199	2.199	2.179		
05/05/05	2.189	2.199	2.139		
05/06/05	2.189	2.159	2.139		
05/07/05	2.189	2.159	2.139		
05/08/05	2.189	2.159	2.139		
05/09/05	2.189	2.159	2.139		
05/10/05	2.189	2.139	2.139		
05/11/05	2.139	2.139	2.139		
05/12/05	2.139	2.139	2.139		
05/13/05	2.139	2.139	2.079		
05/14/05	2.139	2.139	2.079		
05/15/05	2.139	2.139	2.079		
05/16/05	2.139	2.139	2.079		
05/17/05	2.139	2.079	2.079		
05/18/05	2.079	2.079	2.079		
05/19/05	2.079	2.079	2.079		
05/20/05	2.079	2.079	2.079		
05/21/05	2.079	2.079	2.079		
05/22/05	2.079	2.079	2.079		
05/23/05	2.079	2.079	2.079		
05/24/05	2.079	2.079	2.079		
05/25/05	2.079	2.079	2.079		
05/26/05	2.079	2.079	2.079		
05/27/05	2.079	2.079	2.079		
05/28/05	2.079	2.079	2.079		
05/29/05	2.079	2.079	2.079		
05/30/05	2.079	2.079	2.079		
05/31/05	2.079	2.079	2.059		
06/01/05	2.079	2.079	2.059		
06/02/05	2.079	2.079	2.059		
06/03/05	2.079	2.079	2.059		
06/04/05	2.079	2.079	2.059		
06/05/05	2.079	2.079	2.059		
06/06/05	2.079	2.189	2.189		
06/07/05	2.079	2.189	2.189		
06/08/05	2.179	2.189	2.189		
06/09/05	2.179	2.189	2.189		
06/10/05	2.179	2.189	2.189		
06/11/05	2.179	2.189	2.189		
06/12/05	2.179	2.189	2.189		
06/13/05	2.179	2.189	2.189		
06/14/05	2.179	2.189	2.189		
06/15/05	2.179	2.189	2.189		

Exhibit 2

Laural Plus Gas Price
Source Data

	Oasis Plus Gas	Exxon Plus Gas	Royal Farm Plus Gas	Shell Plus Gas	Shore Stop Plus Gas
06/16/05	2.179	2.199	2.239		
06/17/05	2.179	2.199	2.239		
06/18/05	2.179	2.199	2.239		
06/19/05	2.179	2.199	2.239		
06/20/05	2.179	2.199	2.239		
06/21/05	2.219	2.199	2.239		
06/22/05	2.259	2.259	2.239		
06/23/05	2.259	2.259	2.239		
06/24/05	2.259	2.259	2.239		
06/25/05	2.259	2.259	2.239		
06/26/05	2.259	2.259	2.239		
06/27/05	2.259	2.279	2.239		
06/28/05	2.259	2.279	2.279		
06/29/05	2.259	2.279	2.279		
06/30/05	2.259	2.279	2.279		
07/01/05	2.259	2.279	2.279		
07/02/05	2.259	2.279	2.279		
07/03/05	2.259	2.279	2.279		
07/04/05	2.259	2.279	2.279		
07/05/05	2.279	2.279	2.279		
07/06/05	2.279	2.279	2.279		
07/07/05	2.279	2.279	2.279		
07/08/05	2.279	2.279	2.279		
07/09/05	2.279	2.279	2.279		
07/10/05	2.279	2.279	2.279		
07/11/05	2.379	2.379	2.399		
07/12/05	2.379	2.379	2.399		
07/13/05	2.379	2.379	2.399		
07/14/05	2.399	2.379	2.419		
07/15/05	2.399	2.419	2.419		
07/16/05	2.399	2.419	2.419		
07/17/05	2.399	2.419	2.419		
07/18/05	2.399	2.419	2.419		
07/19/05	2.399	2.419	2.419		
07/20/05	2.399	2.419	2.419		
07/21/05	2.399	2.419	2.419		
07/22/05	2.399	2.419	2.419		
07/23/05	2.399	2.359	2.379		
07/24/05	2.399	2.359	2.379		
07/25/05	2.399	2.379	2.379		
07/26/05	2.399	2.379	2.379		
07/27/05	No Data from 7-27 to 9-18				
09/19/05	2.999	2.899	2.879		
09/20/05	2.999	2.899	2.879		
09/21/05	2.999	2.899	2.869		2.859
09/22/05	2.899	2.869	2.869		2.839
09/23/05	2.899	2.859	2.869		2.839
09/24/05	2.899	2.859	2.869		2.839
09/25/05	2.899	2.859	2.869		2.839
09/26/05	2.899	2.859	2.869		2.839
09/27/05	2.899	2.859	2.869		2.839
09/28/05	2.899	2.859	2.869		2.839
09/29/05	2.999	2.859	2.869		2.839
09/30/05	3.099	2.959	2.899		2.959
10/01/05	3.099	2.959	2.899		2.959

Exhibit 2

Laural Plus Gas Price
Source Data

	Oasis Plus Gas	Exxon Plus Gas	Royal Farm Plus Gas	Shell Plus Gas	Shore Stop Plus Gas
10/02/05	3.099	2.959	2.899		2.959
10/03/05	3.099	2.959	2.899		2.959
10/04/05	3.099	2.959	2.899		2.959
10/05/05	3.099	2.959	2.899		2.899
10/06/05	3.099	2.959	2.899		2.899
10/07/05	3.099	2.959	2.899		2.899
10/08/05	3.099	2.959	2.899		2.899
10/09/05	3.099	2.959	2.899		2.899
10/10/05	2.999	2.999	2.899		2.899
10/11/05	2.999	2.999	2.899		2.899
10/12/05	2.999	2.879	2.879		2.859
10/13/05	2.879	2.839	2.799		2.799
10/14/05	2.799	2.799	2.759	2.759	2.799
10/15/05	2.799	2.799	2.759	2.759	2.799
10/16/05	2.799	2.799	2.759	2.759	2.799
10/17/05	2.879	2.799	2.799	2.799	2.859
10/18/05	2.799	2.699	2.699	2.699	2.759
10/19/05	2.699	2.699	2.699	2.699	2.699
10/20/05	2.699	2.699	2.699	2.699	2.689
10/21/05	2.699	2.699	2.659	2.659	2.689
10/22/05	2.699	2.599	2.599	2.599	2.599
10/23/05	2.699	2.599	2.599	2.599	2.599
10/24/05	2.699	2.599	2.599	2.599	2.599
10/25/05	2.579	2.539	2.539	2.539	2.569
10/26/05	2.539	2.499	2.499	2.499	2.499
10/27/05	2.539	2.459	2.459	2.459	2.459
10/28/05	2.539	2.459	2.459	2.459	2.459
10/29/05	2.539	2.459	2.459	2.459	2.459
10/30/05	2.539	2.459	2.459	2.459	2.459
10/31/05	2.539	2.459	2.459	2.459	2.459
11/01/05	2.399	2.259	2.259	2.259	2.259
11/02/05	2.349	2.299	2.259	2.259	2.299
11/03/05	2.349	2.259	2.259	2.259	2.299
11/04/05	2.349	2.259	2.259	2.259	2.259
11/05/05	2.349	2.259	2.259	2.259	2.259
11/06/05	2.349	2.259	2.259	2.259	2.259
11/07/05	2.349	2.259	2.259	2.259	2.259
11/08/05	2.349	2.259	2.259	2.259	2.249
11/09/05	2.319	2.199	2.199	2.199	2.189
11/10/05	2.279	2.259	2.259	2.259	2.249
11/11/05	2.279	2.199	2.159	2.199	2.189
11/12/05	2.279	2.159	2.159	2.159	2.149
11/13/05	2.279	2.159	2.159	2.159	2.149
11/14/05	2.279	2.159	2.159	2.159	2.149
11/15/05	2.199	2.159	2.159	2.159	2.149
11/16/05	2.199	2.159	2.159	2.159	2.149
11/17/05	2.199	2.159	2.159	2.159	2.149
11/18/05	2.099	2.099	2.099	2.099	2.089
11/19/05	2.099	2.099	2.099	2.099	2.089
11/20/05	2.099	2.099	2.099	2.099	2.089
11/21/05	2.099	2.099	2.099	2.099	2.089
11/22/05	2.099	2.099	2.099	2.099	2.089
11/23/05	2.099	2.099	2.099	2.099	2.089
11/24/05	2.099	2.099	2.099	2.099	2.089
11/25/05	2.099	2.099	2.099	2.099	2.089
11/26/05	2.099	2.099	2.099	2.099	2.089

Exhibit 2

Laural Plus Gas Price
Source Data

	Oasis Plus Gas	Exxon Plus Gas	Royal Farm Plus Gas	Shell Plus Gas	Shore Stop Plus Gas
11/27/05	2.099	2.099	2.099	2.099	2.089
11/28/05	2.099	2.099	2.099	2.099	2.089
11/29/05	2.099	2.099	2.099	2.099	2.089
11/30/05	2.099	2.059	2.059	2.059	2.049
12/01/05	2.099	2.059	2.059	2.059	2.049
12/02/05	2.249	2.059	2.059	2.059	2.049
12/03/05	2.249	2.059	2.099	2.099	2.099
12/04/05	2.249	2.059	2.099	2.099	2.099
12/05/05	2.249	2.059	2.099	2.099	2.099
12/06/05	2.249	2.099	2.099	2.099	2.099
12/07/05	2.249	2.099	2.099	2.099	2.099
12/08/05	2.249	2.099	2.099	2.099	2.099
12/09/05	2.249	2.099	2.099	2.099	2.099
12/10/05	2.249	2.159	2.159	2.159	2.159
12/11/05	2.249	2.159	2.159	2.159	2.159
12/12/05	2.249	2.159	2.159	2.159	2.159
12/13/05	2.249	2.199	2.199	2.199	2.199
12/14/05	2.299	2.199	2.199	2.199	2.199
12/15/05	2.299	2.199	2.199	2.199	2.199
12/16/05	2.299	2.199	2.199	2.199	2.199
12/17/05	2.299	2.199	2.199	2.199	2.199
12/18/05	2.299	2.199	2.199	2.199	2.199
12/19/05	2.299	2.199	2.199	2.199	2.199
12/20/05	2.299	2.239	2.239	2.239	2.239
12/21/05	2.299	2.239	2.239	2.239	2.239
12/22/05	2.299	2.259	2.259	2.259	2.259
12/23/05	2.299	2.259	2.259	2.259	2.259
12/24/05	2.299	2.259	2.259	2.259	2.259
12/25/05	2.299	2.259	2.259	2.259	2.259
12/26/05	2.299	2.259	2.259	2.259	2.259
12/27/05	2.299	2.259	2.259	2.259	2.259
12/28/05	2.299	2.219	2.219	2.219	2.239
12/29/05	2.299	2.219	2.219	2.219	2.239
12/30/05	2.229	2.219	2.219	2.219	2.239
12/31/05	2.229	2.219	2.219	2.219	2.239
01/01/06	2.229	2.219	2.219	2.219	2.239
01/02/06	2.229	2.219	2.219	2.219	2.239
01/03/06	2.229	2.219	2.219	2.219	2.239
01/04/06	2.229	2.219	2.219	2.219	2.239
01/05/06	2.399	2.299	2.299	2.299	2.299
01/06/06	2.399	2.299	2.299	2.299	2.299
01/07/06	2.399	2.299	2.299	2.299	2.299
01/08/06	2.399	2.299	2.299	2.299	2.299
01/09/06	2.399	2.299	2.299	2.299	2.299
01/10/06	2.399	2.299	2.299	2.299	2.299
01/11/06	2.499	2.299	2.299	2.299	2.299
01/12/06	2.499	2.299	2.299	2.299	2.299
01/13/06	2.499	2.299	2.299	2.299	2.299
01/14/06	2.499	2.359	2.399	2.399	2.399
01/15/06	2.499	2.359	2.399	2.399	2.399
01/16/06	2.499	2.359	2.399	2.399	2.399
01/17/06	2.499	2.359	2.399	2.399	2.399
01/18/06	2.499	2.359	2.399	2.399	2.399
01/19/06	2.499	2.359	2.399	2.399	2.399
01/20/06	2.499	2.359	2.399	2.399	2.399
01/21/06	2.499	2.359	2.399	2.359	2.399

Exhibit 2

Laural Plus Gas Price
Source Data

	Oasis Plus Gas	Exxon Plus Gas	Royal Farm Plus Gas	Shell Plus Gas	Shore Stop Plus Gas
01/22/06	2.499	2.359	2.399	2.359	2.399
01/23/06	2.499	2.359	2.399	2.359	2.399
01/24/06	2.499	2.359	2.399	2.359	2.399
01/25/06	2.499	2.359	2.399	2.359	2.399
01/26/06	2.499	2.399	2.399	2.399	2.399
01/27/06	2.499	2.399	2.399	2.399	2.399
01/28/06	2.499	2.359	2.359	2.359	2.359
01/29/06	2.499	2.359	2.359	2.359	2.359
01/30/06	2.499	2.359	2.359	2.359	2.359
01/31/06	2.499	2.359	2.359	2.359	2.359
02/01/06	2.499	2.359	2.359	2.359	2.359
02/02/06	2.499	2.399	2.359	2.399	2.359
02/03/06	2.499	2.399	2.359	2.399	2.359
02/04/06	2.449	2.359	2.359	2.359	2.379
02/05/06	2.449	2.359	2.359	2.359	2.379
02/06/06	2.449	2.359	2.359	2.359	2.379
02/07/06	2.449	2.359	2.359	2.359	2.379
02/08/06	2.449	2.359	2.359	2.359	2.359
02/09/06	2.449	2.359	2.359	2.359	2.359
02/10/06	2.449	2.299	2.299	2.299	2.299
02/11/06	2.449	2.299	2.299	2.299	2.299
02/12/06	2.449	2.299	2.299	2.299	2.299
02/13/06	2.449	2.299	2.299	2.299	2.299
02/14/06	2.449	2.299	2.299	2.299	2.299
02/15/06	2.399	2.299	2.299	2.299	2.299
02/16/06	2.299	2.279	2.279	2.299	2.299
02/17/06	2.299	2.279	2.279	2.299	2.299
02/18/06	2.299	2.259	2.259	2.259	2.259
02/19/06	2.299	2.259	2.259	2.259	2.259
02/20/06	2.299	2.259	2.259	2.259	2.259
02/21/06	2.299	2.259	2.259	2.259	2.259
02/22/06	2.299	2.259	2.259	2.259	2.259
02/23/06	2.299	2.259	2.259	2.259	2.259
02/24/06	2.299	2.259	2.259	2.259	2.259
02/25/06	2.299	2.259	2.259	2.259	2.259
02/26/06	2.299	2.259	2.259	2.259	2.259
02/27/06	2.299	2.259	2.259	2.259	2.259
02/28/06	2.299	2.259	2.259	2.259	2.259
03/01/06	2.299	2.199	2.199	2.199	2.219
03/02/06	2.299	2.199	2.199	2.199	2.219
03/03/06	2.299	2.219	2.199	2.219	2.219
03/04/06	2.299	2.219	2.199	2.219	2.219
03/05/06	2.299	2.219	2.199	2.219	2.259
03/06/06	2.299	2.219	2.199	2.219	2.259
03/07/06	2.299	2.219	2.199	2.219	2.259
03/08/06	2.299	2.279	2.279	2.279	2.279
03/09/06	2.299	2.279	2.279	2.279	2.279
03/10/06	2.299	2.279	2.279	2.279	2.279
03/11/06	2.299	2.279	2.279	2.279	2.279
03/12/06	2.299	2.279	2.279	2.279	2.279
03/13/06	2.299	2.279	2.279	2.279	2.279
03/14/06	2.299	2.279	2.279	2.279	2.279
03/15/06	2.399	2.279	2.299	2.329	2.359
03/16/06	2.399	2.279	2.299	2.329	2.359
03/17/06	2.399	2.279	2.299	2.329	2.359
03/18/06	2.399	2.279	2.299	2.329	2.359

Exhibit 2

Laural Plus Gas Price
Source Data

	Oasis Plus Gas	Exxon Plus Gas	Royal Farm Plus Gas	Shell Plus Gas	Shore Stop Plus Gas
03/19/06	2.399	2.279	2.299	2.329	2.359
03/20/06	2.399	2.279	2.299	2.329	2.359
03/21/06	2.549	2.499	2.499	2.499	2.499
03/22/06	2.549	2.499	2.499	2.499	2.499
03/23/06	2.549	2.499	2.499	2.499	2.499
03/24/06	2.549	2.499	2.459	2.499	2.479
03/25/06	2.549	2.399	2.459	2.499	2.479
03/26/06	2.549	2.499	2.459	2.499	2.479
03/27/06	2.549	2.499	2.459	2.499	2.479
03/28/06	2.549	2.499	2.459	2.499	2.479
03/29/06	2.549	2.479	2.459	2.499	2.479
03/30/06	2.549	2.479	2.459	2.499	2.479
03/31/06	2.579	2.479	2.459	2.499	2.479
04/01/06	2.699	2.549	2.499	2.499	2.479
04/02/06	2.699	2.549	2.499	2.499	2.479
04/03/06	2.699	2.549	2.499	2.499	2.479
04/04/06	2.699	2.549	2.549	2.549	2.549
04/05/06	2.699	2.549	2.549	2.549	2.549
04/06/06	2.699	2.549	2.549	2.549	2.549
04/07/06	2.699	2.549	2.549	2.549	2.549
04/08/06	2.699	2.549	2.549	2.549	2.549
04/09/06	2.699	2.639	2.639	2.639	2.639
04/10/06	2.699	2.639	2.639	2.639	2.639
04/11/06	2.699	2.639	2.639	2.639	2.639
04/12/06	2.749	2.699	2.699	2.699	2.699
04/13/06	2.749	2.699	2.699	2.699	2.699
04/14/06	2.749	2.699	2.699	2.699	2.699
04/15/06	2.749	2.699	2.699	2.699	2.699
04/16/06	2.749	2.699	2.699	2.699	2.699
04/17/06	2.749	2.699	2.699	2.699	2.699
04/18/06	2.799	2.799	2.799	2.799	2.799
04/19/06	2.899	2.799	2.839	2.849	2.799
04/20/06	2.899	2.839	2.849	2.849	2.849
04/21/06	2.999	2.949	2.939	2.949	2.949
04/22/06	2.999	2.949	2.939	2.949	2.949
04/23/06	2.999	2.949	2.939	2.949	2.949
04/24/06	2.999	2.949	2.939	2.949	2.949
04/25/06	2.999	2.949	2.939	2.949	2.949
04/26/06	2.999	2.949	2.939	2.949	2.949
04/27/06	2.999	2.999	2.999	2.999	2.999
04/28/06	2.999	2.999	2.999	2.999	2.999
04/29/06	2.999	2.999	2.999	2.999	2.999
04/30/06	2.999	2.999	2.999	2.999	2.999
05/01/06	2.999	2.999	2.999	2.999	2.999
05/02/06	2.999	2.999	2.999	2.999	2.999
05/03/06	2.999	2.999	2.999	2.999	2.999
05/04/06	2.999	2.999	2.939	2.999	2.999
05/05/06	2.999	2.999	2.939	2.999	2.999
05/06/06	2.999	2.999	2.939	2.999	2.999
05/07/06	2.999	2.999	2.939	2.999	2.999
05/08/06	2.999	2.999	2.939	2.999	2.999
05/09/06	2.999	2.999	2.939	2.999	2.999
05/10/06	2.899	2.999	2.999	2.939	2.939
05/11/06	2.959	2.999	2.999	2.939	2.939
05/12/06	2.959	2.999	2.999	2.939	2.939
05/13/06	2.999	2.999	2.999	2.939	2.939

Exhibit 2

Laural Plus Gas Price
Source Data

	Oasis Plus Gas	Exxon Plus Gas	Royal Farm Plus Gas	Shell Plus Gas	Shore Stop Plus Gas
05/14/06	2.999	2.999	2.999	2.939	2.939
05/15/06	2.999	2.999	2.999	2.939	2.939
05/16/06	3.099	2.999	2.999	2.999	2.939
05/17/06	3.099	2.999	2.999	2.939	2.939
05/18/06	3.099	2.999	2.999	2.999	2.939
05/19/06	3.099	2.999	2.999	2.939	
05/20/06	3.099	2.999	2.999	2.939	
05/21/06	3.099	2.999	2.999	2.939	
05/22/06	3.099	2.999	2.999	2.939	
05/23/06	3.099	2.999	2.999	2.939	
05/24/06	3.099	2.999	2.999	2.939	
05/25/06	3.099	2.999	2.999	2.939	
05/26/06	2.999	2.959	2.959	2.999	
05/27/06	2.999	2.999	2.959	2.979	
05/28/06	2.999	2.959	2.959	2.979	
05/29/06	2.999	2.959	2.959	2.979	
05/30/06	2.999	2.959	2.959	2.979	
05/31/06	2.999	2.959	2.959	2.979	
06/01/06	2.999	2.959	2.959	2.979	
06/02/06	3.099	2.959	2.959	2.979	
06/03/06	3.099	2.999	2.959	3.019	
06/04/06	3.099	2.999	2.959	3.019	
06/05/06	3.099	2.999	2.959	3.019	
06/06/06	3.099	2.999	2.959	3.019	
06/07/06	3.099	2.999	2.959	3.019	
06/08/06	3.149	3.039	2.999	3.039	
06/09/06	3.149	3.039	2.999	3.039	
06/10/06	3.149	3.039	2.999	3.039	
06/11/06	3.149	3.039	2.999	3.039	
06/12/06	3.149	3.039	2.999	3.039	
06/13/06	3.149	3.039	2.999	3.039	
06/14/06	3.149	3.039	2.999	3.039	
06/15/06	3.149	3.039	2.999	3.039	
06/16/06	3.149	3.039	2.999	3.039	
06/17/06	3.099	3.039	2.999	3.039	
06/18/06	3.099	3.039	2.999	3.039	
06/19/06	3.099	2.999	2.959	2.999	
06/20/06	3.099	2.999	2.959	2.999	
06/21/06	3.099	2.959	2.959	2.959	
06/22/06	3.099	2.959	2.959	2.959	
06/23/06	3.099	2.959	2.959	2.959	
06/24/06	3.099	2.959	2.959	2.959	
06/25/06	3.099	2.959	2.959	2.959	
06/26/06	3.099	2.959	2.959	2.959	
06/27/06	3.099	2.959	2.959	2.959	
06/28/06	3.099	2.959	2.959	2.959	
06/29/06	3.099	2.959	2.959	2.959	
06/30/06	3.099	2.959	2.959	2.959	
07/01/06	3.199	3.099	3.019	3.099	
07/02/06	3.199	3.099	3.019	3.099	
07/03/06	3.199	3.099	3.019	3.099	
07/04/06	3.199	3.099	3.099	3.199	
07/05/06	3.199	3.099	3.099	3.199	
07/06/06	3.199	3.099	3.099	3.199	

Exhibit 2A

Laurel Plus Prices

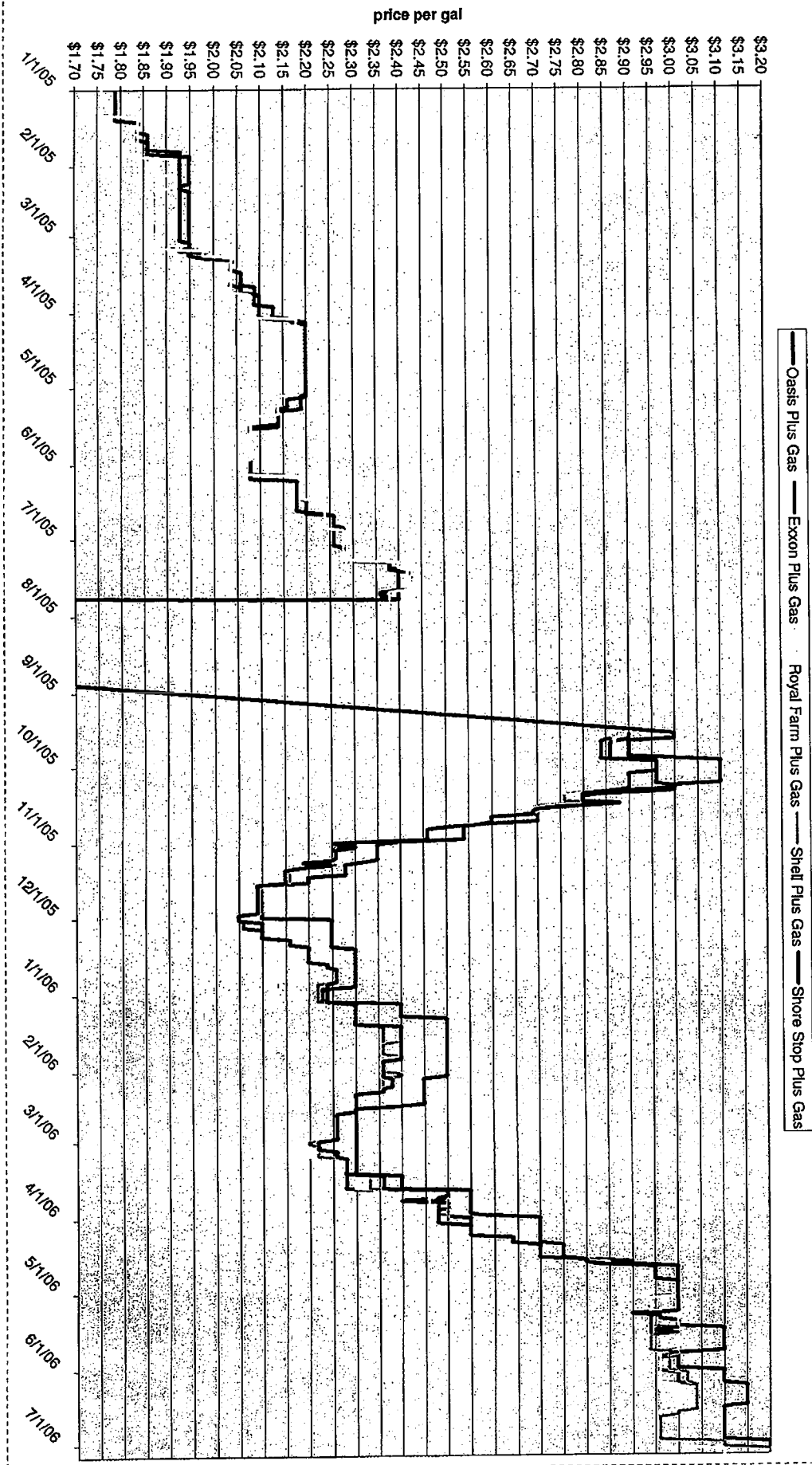


Exhibit 3

Laurel Super Gas Price Source Data

LAUREL SUPER GAS PRICES

	Oasis Super Gas	Exxon Super Gas	Royal Farm Super Gas	Shell Super Gas	Shore Stop Super Gas
1/1/05	1.879	1.859	1.839		
1/2/05	1.879	1.859	1.839		
1/3/05	1.879	1.859	1.839		
1/4/05	1.879	1.859	1.839		
1/5/05	1.879	1.859	1.839		
1/6/05	1.879	1.859	1.839		
1/7/05	1.879	1.859	1.839		
1/8/05	1.879	1.859	1.839		
1/9/05	1.879	1.859	1.839		
1/10/05	1.879	1.859	1.839		
1/11/05	1.879	1.859	1.839		
1/12/05	1.879	1.859	1.899		
1/13/05	1.879	1.859	1.899		
1/14/05	1.899	1.939	1.899		
1/15/05	1.899	1.919	1.899		
1/16/05	1.899	1.919	1.899		
1/17/05	1.899	1.919	1.899		
1/18/05	1.899	1.919	1.899		
1/19/05	1.929	1.919	1.899		
1/20/05	1.929	1.919	1.899		
1/21/05	1.929	1.919	1.899		
1/22/05	1.929	1.919	1.899		
1/23/05	1.929	1.919	1.899		
1/24/05	1.929	1.939	1.899		
1/25/05	1.929	1.939	1.899		
1/26/05	1.929	2.009	1.899		
1/27/05	1.929	2.009	1.899		
1/28/05	2.019	2.009	1.899		
1/29/05	2.019	2.009	2.009		
1/30/05	2.019	2.009	2.009		
1/31/05	2.019	2.009	2.009		
2/1/05	2.019	2.009	2.009		
2/2/05	2.019	2.009	1.999		
2/3/05	2.019	2.009	1.999		
2/4/05	2.019	2.009	1.999		
2/5/05	2.019	2.009	1.959		
2/6/05	2.019	2.009	1.959		
2/7/05	2.019	2.009	1.959		
2/8/05	2.009	2.009	1.959		
2/9/05	2.009	2.009	1.959		
2/10/05	2.009	2.009	1.959		
2/11/05	2.009	2.009	1.959		
2/12/05	2.009	2.009	1.959		
2/13/05	2.009	2.009	1.959		
2/14/05	2.009	2.009	1.959		
2/15/05	2.009	2.009	1.959		
2/16/05	2.009	2.009	1.959		
2/17/05	2.009	2.009	1.959		
2/18/05	2.009	2.009	1.959		
2/19/05	2.009	2.009	1.959		
2/20/05	2.009	2.009	1.959		
2/21/05	2.009	2.009	1.959		
2/22/05	2.009	2.009	1.959		
2/23/05	2.009	2.009	1.959		

Exhibit 3**Laurel Super Gas Price Source Data**

	Oasis Super Gas	Exxon Super Gas	Royal Farm Super Gas	Shell Super Gas	Shore Stop Super Gas
2/24/05	2.009	2.009	1.959		
2/25/05	2.009	2.009	1.959		
2/26/05	2.009	2.009	1.959		
2/27/05	2.009	2.009	1.959		
2/28/05	2.009	2.009	1.959		
3/1/05	2.009	2.009	1.959		
3/2/05	2.009	2.009	1.959		
3/3/05	2.009	2.009	1.959		
3/4/05	1.999	2.009	1.959		
3/5/05	1.999	2.009	1.959		
3/6/05	1.999	2.009	1.959		
3/7/05	1.999	2.009	2.039		
3/8/05	1.999	2.059	2.039		
3/9/05	1.999	2.059	2.039		
3/10/05	2.029	2.059	2.099		
3/11/05	2.099	2.119	2.099		
3/12/05	2.099	2.119	2.099		
3/13/05	2.099	2.119	2.099		
3/14/05	2.099	2.119	2.099		
3/15/05	2.099	2.119	2.099		
3/16/05	2.119	2.119	2.099		
3/17/05	2.119	2.119	2.099		
3/18/05	2.119	2.119	2.099		
3/19/05	2.119	2.099	2.099		
3/20/05	2.119	2.119	2.099		
3/21/05	2.119	2.119	2.099		
3/22/05	2.139	2.139	2.099		
3/23/05	2.139	2.139	2.099		
3/24/05	2.139	2.139	2.099		
3/25/05	2.139	2.159	2.159		
3/26/05	2.139	2.159	2.159		
3/27/05	2.139	2.159	2.159		
3/28/05	2.139	2.159	2.159		
3/29/05	2.139	2.159	2.159		
3/30/05	2.179	2.159	2.159		
3/31/05	2.179	2.159	2.159		
4/1/05	2.179	2.159	2.159		
4/2/05	2.179	2.159	2.159		
4/3/05	2.179	2.159	2.159		
4/4/05	2.239	2.219	2.309		
4/5/05	2.239	2.279	2.309		
4/6/05	2.269	2.279	2.309		
4/7/05	2.269	2.279	2.309		
4/8/05	2.269	2.279	2.309		
4/9/05	2.269	2.279	2.309		
4/10/05	2.269	2.279	2.309		
4/11/05	2.269	2.279	2.309		
4/12/05	2.269	2.279	2.309		
4/13/05	2.269	2.279	2.309		
4/14/05	2.269	2.279	2.309		
4/15/05	2.269	2.279	2.309		
4/16/05	2.269	2.279	2.309		
4/17/05	2.269	2.279	2.309		
4/18/05	2.269	2.279	2.309		
4/19/05	2.269	2.279	2.309		
4/20/05	2.269	2.279	2.309		

Exhibit 3**Laurel Super Gas Price Source Data**

	Oasis Super Gas	Exxon Super Gas	Royal Farm Super Gas	Shell Super Gas	Shore Stop Super Gas
4/21/05	2.269	2.279	2.309		
4/22/05	2.269	2.279	2.309		
4/23/05	2.269	2.279	2.309		
4/24/05	2.269	2.279	2.309		
4/25/05	2.269	2.279	2.309		
4/26/05	2.269	2.279	2.309		
4/27/05	2.269	2.279	2.309		
4/28/05	2.269	2.279	2.309		
4/29/05	2.269	2.279	2.309		
4/30/05	2.269	2.279	2.309		
5/1/05	2.269	2.279	2.309		
5/2/05	2.269	2.279	2.309		
5/3/05	2.269	2.279	2.309		
5/4/05	2.269	2.279	2.309		
5/5/05	2.269	2.279	2.199		
5/6/05	2.269	2.219	2.199		
5/7/05	2.269	2.219	2.199		
5/8/05	2.269	2.219	2.199		
5/9/05	2.269	2.219	2.199		
5/10/05	2.269	2.219	2.199		
5/11/05	2.219	2.219	2.199		
5/12/05	2.219	2.219	2.199		
5/13/05	2.219	2.219	2.139		
5/14/05	2.219	2.219	2.139		
5/15/05	2.219	2.219	2.139		
5/16/05	2.219	2.219	2.139		
5/17/05	2.219	2.159	2.139		
5/18/05	2.159	2.159	2.139		
5/19/05	2.159	2.159	2.139		
5/20/05	2.159	2.159	2.139		
5/21/05	2.159	2.159	2.139		
5/22/05	2.159	2.159	2.139		
5/23/05	2.159	2.159	2.139		
5/24/05	2.159	2.159	2.139		
5/25/05	2.159	2.159	2.139		
5/26/05	2.159	2.159	2.139		
5/27/05	2.159	2.159	2.139		
5/28/05	2.159	2.159	2.139		
5/29/05	2.159	2.159	2.139		
5/30/05	2.159	2.159	2.139		
5/31/05	2.159	2.159	2.139		
6/1/05	2.159	2.159	2.139		
6/2/05	2.159	2.159	2.139		
6/3/05	2.159	2.159	2.139		
6/4/05	2.159	2.159	2.139		
6/5/05	2.159	2.159	2.139		
6/6/05	2.159	2.389	2.389		
6/7/05	2.159	2.389	2.389		
6/8/05	2.259	2.389	2.389		
6/9/05	2.259	2.279	2.279		
6/10/05	2.259	2.279	2.279		
6/11/05	2.259	2.279	2.279		
6/12/05	2.259	2.279	2.279		
6/13/05	2.259	2.279	2.279		
6/14/05	2.259	2.279	2.279		
6/15/05	2.259	2.279	2.279		

Exhibit 3

Laural Super Gas Price Source Data

	Oasis Super Gas	Exxon Super Gas	Royal Farm Super Gas	Shell Super Gas	Shore Stop Super Gas
6/16/05	2.259	2.279	2.319		
6/17/05	2.259	2.279	2.319		
6/18/05	2.259	2.279	2.319		
6/19/05	2.259	2.279	2.279		
6/20/05	2.259	2.279	2.279		
6/21/05	2.279	2.279	2.279		
6/22/05	2.339	2.339	2.279		
6/23/05	2.339	2.339	2.279		
6/24/05	2.339	2.339	2.279		
6/25/05	2.339	2.339	2.279		
6/26/05	2.339	2.339	2.279		
6/27/05	2.339	2.359	2.319		
6/28/05	2.329	2.359	2.359		
6/29/05	2.329	2.359	2.359		
6/30/05	2.329	2.359	2.359		
7/1/05	2.329	2.359	2.359		
7/2/05	2.329	2.359	2.359		
7/3/05	2.329	2.359	2.359		
7/4/05	2.329	2.359	2.359		
7/5/05	2.359	2.359	2.359		
7/6/05	2.359	2.359	2.359		
7/7/05	2.359	2.359	2.359		
7/8/05	2.359	2.359	2.359		
7/9/05	2.359	2.359	2.359		
7/10/05	2.359	2.359	2.359		
7/11/05	2.459	2.459	2.509		
7/12/05	2.459	2.459	2.509		
7/13/05	2.459	2.459	2.509		
7/14/05	2.479	2.459	2.509		
7/15/05	2.479	2.49	2.509		
7/16/05	2.479	2.49	2.509		
7/17/05	2.479	2.49	2.509		
7/18/05	2.479	2.49	2.509		
7/19/05	2.479	2.49	2.509		
7/20/05	2.479	2.49	2.509		
7/21/05	2.479	2.49	2.509		
7/22/05	2.479	2.49	2.509		
7/23/05	2.479	2.49	2.459		
7/24/05	2.479	2.479	2.459		
7/25/05	2.479	2.459	2.459		
7/26/05	2.479	2.459	2.459		
07/27/05	No Data from 7-27 to 9-18				
9/19/05	3.099	2.999	3.059		
9/20/05	3.099	2.999	2.999		
9/21/05	3.099	2.999	2.999	2.959	
9/22/05	2.999	2.959	2.999	2.939	
9/23/05	2.999	2.969	2.999	2.939	
9/24/05	2.999	2.969	2.999	2.939	
9/25/05	2.999	2.969	2.999	2.939	
9/26/05	2.999	2.969	2.999	2.939	
9/27/05	2.999	2.959	2.999	2.939	
9/28/05	2.999	2.959	2.999	2.939	
9/29/05	3.099	2.959	2.999	2.939	
9/30/05	3.199	3.059	2.999	3.059	
10/1/05	3.199	3.059	2.999	3.059	

Exhibit 3**Laural Super Gas Price Source Data**

	Oasis Super Gas	Exxon Super Gas	Royal Farm Super Gas	Shell Super Gas	Shore Stop Super Gas
10/2/05	3.199	3.059	2.999	3.059	
10/3/05	3.199	3.059	2.999	3.059	
10/4/05	3.199	3.059	2.999	3.059	
10/5/05	3.199	3.059	2.999	2.999	
10/6/05	3.199	3.059	2.999	2.999	
10/7/05	3.199	3.059	2.999	2.999	
10/8/05	3.199	3.059	2.999	2.999	
10/9/05	3.199	3.059	2.999	2.999	2.999
10/10/05	3.099	3.099	2.999	2.999	2.999
10/11/05	3.099	3.099	2.999	2.999	2.999
10/12/05	3.099	2.979	2.999	2.999	2.959
10/13/05	2.999	2.939	2.899	2.999	2.899
10/14/05	2.989	2.899	2.859	2.859	2.899
10/15/05	2.899	2.899	2.859	2.859	2.899
10/16/05	2.899	2.899	2.859	2.859	2.899
10/17/05	2.999	2.899	2.899	2.899	2.959
10/18/05	2.899	2.799	2.799	2.799	2.859
10/19/05	2.899	2.799	2.799	2.799	2.799
10/20/05	2.899	2.799	2.799	2.799	2.789
10/21/05	2.799	2.799	2.759	2.759	2.789
10/22/05	2.799	2.699	2.699	2.699	2.699
10/23/05	2.799	2.699	2.699	2.699	2.699
10/24/05	2.699	2.699	2.699	2.699	2.699
10/25/05	2.679	2.639	2.639	2.639	2.669
10/26/05	2.639	2.599	2.599	2.599	2.599
10/27/05	2.639	2.559	2.559	2.559	2.559
10/28/05	2.639	2.559	2.559	2.559	2.569
10/29/05	2.639	2.559	2.559	2.559	2.569
10/30/05	2.639	2.559	2.559	2.559	2.569
10/31/05	2.639	2.559	2.559	2.559	2.569
11/1/05	2.499	2.359	2.359	2.359	2.359
11/2/05	2.449	2.399	2.359	2.359	2.399
11/3/05	2.449	2.359	2.359	2.359	2.399
11/4/05	2.449	2.359	2.359	2.359	2.359
11/5/05	2.449	2.359	2.359	2.359	2.359
11/6/05	2.449	2.359	2.359	2.359	2.359
11/7/05	2.449	2.359	2.359	2.359	2.359
11/8/05	2.449	2.359	2.359	2.359	2.349
11/9/05	2.419	2.299	2.299	2.299	2.289
11/10/05	2.379	2.359	2.359	2.359	2.399
11/11/05	2.379	2.299	2.259	2.299	2.289
11/12/05	2.379	2.259	2.259	2.259	2.249
11/13/05	2.379	2.259	2.259	2.259	2.249
11/14/05	2.379	2.259	2.259	2.259	2.249
11/15/05	2.279	2.259	2.259	2.259	2.249
11/16/05	2.279	2.259	2.259	2.259	2.249
11/17/05	2.279	2.259	2.259	2.259	2.249
11/18/05	2.199	2.199	2.199	2.199	2.189
11/19/05	2.199	2.199	2.199	2.199	2.189
11/20/05	2.199	2.199	2.199	2.199	2.189
11/21/05	2.199	2.199	2.199	2.199	2.189
11/22/05	2.199	2.199	2.199	2.199	2.189
11/23/05	2.199	2.199	2.199	2.199	2.189
11/24/05	2.199	2.199	2.199	2.199	2.189
11/25/05	2.199	2.199	2.199	2.199	2.189
11/26/05	2.199	2.199	2.199	2.199	2.189

Exhibit 3**Laural Super Gas Price Source Data**

	Oasis Super Gas	Exxon Super Gas	Royal Farm Super Gas	Shell Super Gas	Shore Stop Super Gas
11/27/05	2.199	2.199	2.199	2.199	2.189
11/28/05	2.199	2.199	2.199	2.199	2.189
11/29/05	2.199	2.199	2.199	2.199	2.189
11/30/05	2.199	2.159	2.159	2.159	2.149
12/1/05	2.199	2.159	2.159	2.159	2.149
12/2/05	2.349	2.159	2.159	2.159	2.149
12/3/05	2.349	2.159	2.199	2.199	2.199
12/4/05	2.349	2.159	2.199	2.199	2.199
12/5/05	2.349	2.159	2.199	2.199	2.199
12/6/05	2.349	2.199	2.199	2.199	2.199
12/7/05	2.349	2.199	2.199	2.199	2.199
12/8/05	2.349	2.199	2.199	2.199	2.199
12/9/05	2.349	2.199	2.199	2.199	2.199
12/10/05	2.349	2.259	2.259	2.259	2.259
12/11/05	2.349	2.259	2.259	2.259	2.259
12/12/05	2.349	2.259	2.259	2.259	2.259
12/13/05	2.349	2.299	2.299	2.299	2.299
12/14/05	2.399	2.299	2.299	2.299	2.299
12/15/05	2.399	2.299	2.299	2.299	2.299
12/16/05	2.399	2.299	2.299	2.299	2.299
12/17/05	2.399	2.299	2.299	2.299	2.299
12/18/05	2.399	2.299	2.299	2.299	2.299
12/19/05	2.399	2.299	2.299	2.299	2.299
12/20/05	2.399	2.339	2.339	2.339	2.339
12/21/05	2.399	2.339	2.339	2.339	2.339
12/22/05	2.399	2.359	2.359	2.359	2.359
12/23/05	2.399	2.359	2.359	2.359	2.359
12/24/05	2.399	2.359	2.359	2.359	2.359
12/25/05	2.399	2.359	2.359	2.359	2.359
12/26/05	2.399	2.359	2.359	2.359	2.359
12/27/05	2.399	2.359	2.359	2.359	2.359
12/28/05	2.399	2.319	2.319	2.319	2.339
12/29/05	2.399	2.319	2.319	2.319	2.339
12/30/05	2.399	2.319	2.319	2.319	2.339
12/31/05	2.399	2.319	2.319	2.319	2.339
1/1/06	2.399	2.319	2.319	2.319	2.339
1/2/06	2.399	2.319	2.319	2.319	2.339
1/3/06	2.399	2.319	2.319	2.319	2.339
1/4/06	2.399	2.319	2.319	2.319	2.339
1/5/06	2.499	2.399	2.399	2.399	2.399
1/6/06	2.499	2.399	2.399	2.399	2.399
1/7/06	2.499	2.399	2.399	2.399	2.399
1/8/06	2.499	2.399	2.399	2.399	2.399
1/9/06	2.499	2.399	2.399	2.399	2.399
1/10/06	2.499	2.399	2.399	2.399	2.399
1/11/06	2.599	2.399	2.399	2.399	2.399
1/12/06	2.599	2.399	2.399	2.399	2.399
1/13/06	2.599	2.399	2.399	2.399	2.399
1/14/06	2.599	2.459	2.499	2.499	2.499
1/15/06	2.599	2.459	2.499	2.499	2.499
1/16/06	2.599	2.459	2.499	2.499	2.499
1/17/06	2.599	2.459	2.499	2.499	2.499
1/18/06	2.599	2.459	2.499	2.499	2.499
1/19/06	2.599	2.499	2.499	2.499	2.499
1/20/06	2.599	2.499	2.499	2.499	2.499
1/21/06	2.599	2.459	2.499	2.459	2.499

Exhibit 3**Laurel Super Gas Price Source Data**

	Oasis Super Gas	Exxon Super Gas	Royal Farm Super Gas	Shell Super Gas	Shore Stop Super Gas
1/22/06	2.599	2.459	2.499	2.459	2.499
1/23/06	2.599	2.459	2.499	2.459	2.499
1/24/06	2.599	2.459	2.499	2.459	2.499
1/25/06	2.599	2.459	2.499	2.459	2.499
1/26/06	2.599	2.499	2.499	2.499	2.499
1/27/06	2.599	2.499	2.499	2.499	2.499
1/28/06	2.599	2.459	2.459	2.459	2.459
1/29/06	2.599	2.459	2.459	2.459	2.459
1/30/06	2.599	2.459	2.459	2.459	2.459
1/31/06	2.599	2.459	2.459	2.459	2.459
2/1/06	2.599	2.459	2.459	2.459	2.459
2/2/06	2.599	2.499	2.459	2.499	2.459
2/3/06	2.599	2.499	2.459	2.499	2.459
2/5/06	2.549	2.459	2.459	2.459	2.479
2/6/06	2.549	2.459	2.459	2.459	2.479
2/7/06	2.549	2.459	2.459	2.459	2.479
2/8/06	2.549	2.459	2.459	2.459	2.459
2/9/06	2.549	2.459	2.459	2.459	2.459
2/10/06	2.549	2.399	2.399	2.399	2.399
2/11/06	2.549	2.399	2.399	2.399	2.399
2/12/06	2.549	2.399	2.399	2.399	2.399
2/13/06	2.549	2.399	2.399	2.399	2.399
2/14/06	2.549	2.399	2.399	2.399	2.399
2/15/06	2.449	2.399	2.399	2.399	2.399
2/16/06	2.399	2.379	2.379	2.399	2.399
2/17/06	2.399	2.379	2.379	2.399	2.399
2/18/06	2.399	2.359	2.359	2.359	2.359
2/19/06	2.399	2.359	2.359	2.359	2.359
2/20/06	2.399	2.359	2.359	2.359	2.359
2/21/06	2.399	2.359	2.359	2.359	2.359
2/22/06	2.399	2.359	2.359	2.359	2.359
2/23/06	2.399	2.359	2.359	2.359	2.359
2/24/06	2.399	2.359	2.359	2.359	2.359
2/25/06	2.399	2.359	2.359	2.359	2.359
2/26/06	2.399	2.359	2.359	2.359	2.359
2/27/06	2.399	2.359	2.359	2.359	2.359
2/28/06	2.399	2.359	2.359	2.359	2.359
3/1/06	2.399	2.199	2.199	2.299	2.319
3/2/06	2.399	2.199	2.199	2.299	2.319
3/3/06	2.399	2.319	2.299	2.319	2.319
3/4/06	2.399	2.319	2.299	2.319	2.319
3/5/06	2.399	2.319	2.299	2.319	2.359
3/6/06	2.399	2.319	2.299	2.319	2.359
3/7/06	2.399	2.319	2.299	2.319	2.359
3/8/06	2.399	2.379	2.379	2.379	2.379
3/9/06	2.399	2.379	2.379	2.379	2.379
3/10/06	2.399	2.379	2.379	2.379	2.379
3/11/06	2.399	2.379	2.379	2.379	2.379
3/12/06	2.399	2.379	2.379	2.379	2.379
3/13/06	2.399	2.379	2.379	2.379	2.379
3/14/06	2.399	2.379	2.379	2.379	2.379
3/15/06	2.499	2.379	2.399	2.429	2.459
3/16/06	2.499	2.379	2.399	2.429	2.459
3/17/06	2.499	2.379	2.399	2.429	2.459
3/18/06	2.499	2.379	2.399	2.429	2.459
3/19/06	2.499	2.379	2.399	2.429	2.459

Exhibit 3**Laural Super Gas Price Source Data**

	Oasis Super Gas	Exxon Super Gas	Royal Farm Super Gas	Shell Super Gas	Shore Stop Super Gas
3/20/06	2.499	2.379	2.399	2.429	2.459
3/21/06	2.649	2.599	2.599	2.599	2.549
3/22/06	2.649	2.599	2.599	2.599	2.549
3/23/06	2.649	2.599	2.599	2.599	2.599
3/24/06	2.649	2.599	2.559	2.599	2.579
3/25/06	2.649	2.599	2.559	2.599	2.579
3/26/06	2.649	2.599	2.559	2.599	2.579
3/27/06	2.649	2.599	2.559	2.599	2.579
3/28/06	2.649	2.599	2.559	2.599	2.579
3/29/06	2.649	2.579	2.559	2.599	2.579
3/30/06	2.649	2.579	2.559	2.599	2.579
3/31/06	2.679	2.579	2.559	2.599	2.579
4/1/06	2.799	2.649	2.599	2.599	2.579
4/2/06	2.799	2.649	2.599	2.599	2.579
4/3/06	2.799	2.649	2.599	2.599	2.579
4/4/06	2.799	2.649	2.649	2.649	2.649
4/5/06	2.799	2.649	2.649	2.649	2.649
4/6/06	2.799	2.649	2.649	2.649	2.649
4/7/06	2.799	2.649	2.649	2.649	2.649
4/8/06	2.799	2.649	2.649	2.649	2.649
4/9/06	2.799	2.649	2.649	2.649	2.649
4/10/06	2.799	2.649	2.739	2.739	2.649
4/11/06	2.799	2.649	2.739	2.739	2.649
4/12/06	2.849	2.799	2.799	2.799	2.799
4/13/06	2.849	2.799	2.799	2.799	2.799
4/14/06	2.849	2.799	2.799	2.799	2.799
4/15/06	2.849	2.799	2.799	2.799	2.799
4/16/06	2.849	2.799	2.799	2.799	2.799
4/17/06	2.849	2.799	2.799	2.799	2.799
4/18/06	2.899	2.899	2.899	2.899	2.899
4/19/06	2.999	2.899	2.939	2.949	
4/20/06	2.999	2.939	2.949	2.949	
4/21/06	3.099	3.049	3.039	3.049	
4/22/06	3.099	3.049	3.039	3.049	
4/23/06	3.099	3.049	3.039	3.049	
4/24/06	3.099	3.049	3.039	3.049	
4/25/06	3.099	3.049	3.039	3.049	
4/26/06	3.099	3.049	3.039	3.049	
4/27/06	3.099	3.099	3.099	3.099	
4/28/06	3.099	3.099	3.099	3.099	
4/29/06	3.099	3.099	3.099	3.099	
4/30/06	3.099	3.099	3.099	3.099	
5/1/06	3.099	3.099	3.099	3.099	
5/2/06	3.099	3.099	3.099	3.099	
5/3/06	3.099	3.099	3.099	3.099	
5/4/06	3.099	3.099	3.039	3.099	
5/5/06	3.099	3.099	3.039	3.099	
5/6/06	3.099	3.099	3.039	3.099	
5/7/06	3.099	3.099	3.039	3.099	
5/8/06	3.099	3.099	3.039	3.099	
5/9/06	3.099	3.099	3.039	3.099	
5/10/06	2.999	3.099	3.099	3.039	
5/11/06	2.999	3.099	3.099	3.039	
5/12/06	2.999	3.099	3.099	3.099	
5/13/06	3.099	3.099	3.099	3.099	
5/14/06	3.099	3.099	3.099	3.099	

Exhibit 3**Laural Super Gas Price Source Data**

	Oasis Super Gas	Exxon Super Gas	Royal Farm Super Gas	Shell Super Gas	Shore Stop Super Gas
5/15/06	3.099	3.099	3.099	3.099	
5/16/06	3.199	3.099	3.099	3.099	
5/17/06	3.199	3.099	3.099	3.099	
5/18/06	3.199	3.099	3.099	3.099	
5/19/06	3.199	3.099	3.099	3.099	
5/20/06	3.199	3.099	3.099	3.099	
5/21/06	3.199	3.099	3.099	3.099	
5/22/06	3.199	3.099	3.099	3.099	
5/23/06	3.199	3.099	3.099	3.099	
5/24/06	3.199	3.099	3.099	3.099	
5/25/06	3.199	3.099	3.099	3.099	
5/26/06	3.099	3.059	3.059	3.099	
5/27/06	3.099	3.099	3.059	3.079	
5/28/06	3.099	3.099	3.059	3.079	
5/29/06	3.099	3.099	3.059	3.079	
5/30/06	3.099	3.099	3.059	3.079	
5/31/06	3.099	3.099	3.059	3.079	
6/1/06	3.099	3.099	3.059	3.079	
6/2/06	3.199	3.099	3.059	3.079	
6/3/06	3.199	3.099	3.059	3.119	
6/4/06	3.199	3.099	3.059	3.119	
6/5/06	3.199	3.099	3.059	3.119	
6/6/06	3.199	3.099	3.059	3.119	
6/7/06	3.199	3.099	3.059	3.119	
6/8/06	3.199	3.139	3.099	3.139	
6/9/06	3.199	3.139	3.099	3.139	
6/10/06	3.199	3.139	3.099	3.139	
6/11/06	3.199	3.139	3.099	3.139	
6/12/06	3.199	3.139	3.099	3.139	
6/13/06	3.199	3.139	3.099	3.139	
6/14/06	3.199	3.139	3.099	3.139	
6/15/06	3.199	3.139	3.099	3.139	
6/16/06	3.199	3.139	3.099	3.139	
6/17/06	3.199	3.139	3.099	3.139	
6/18/06	3.199	3.139	3.099	3.139	
6/19/06	3.199	3.099	3.059	3.099	
6/20/06	3.199	3.099	3.059	3.099	
6/21/06	3.199	3.059	3.059	3.059	
6/22/06	3.199	3.059	3.059	3.059	
6/23/06	3.199	3.059	3.059	3.059	
6/24/06	3.199	3.059	3.059	3.059	
6/25/06	3.199	3.059	3.059	3.059	
6/26/06	3.199	3.059	3.059	3.059	
6/27/06	3.199	3.059	3.059	3.059	
6/28/06	3.199	3.059	3.059	3.059	
6/29/06	3.199	3.059	3.059	3.059	
6/30/06	3.199	3.059	3.059	3.059	
7/1/06	3.299	3.199	3.119	3.199	
7/2/06	3.299	3.199	3.119	3.199	
7/3/06	3.299	3.199	3.119	3.199	
7/4/06	3.299	3.199	3.199	3.299	
7/5/06	3.299	3.199	3.199	3.299	
7/6/06	3.299	3.199	3.119	3.299	

Exhibit 3A

Laurel Super Prices

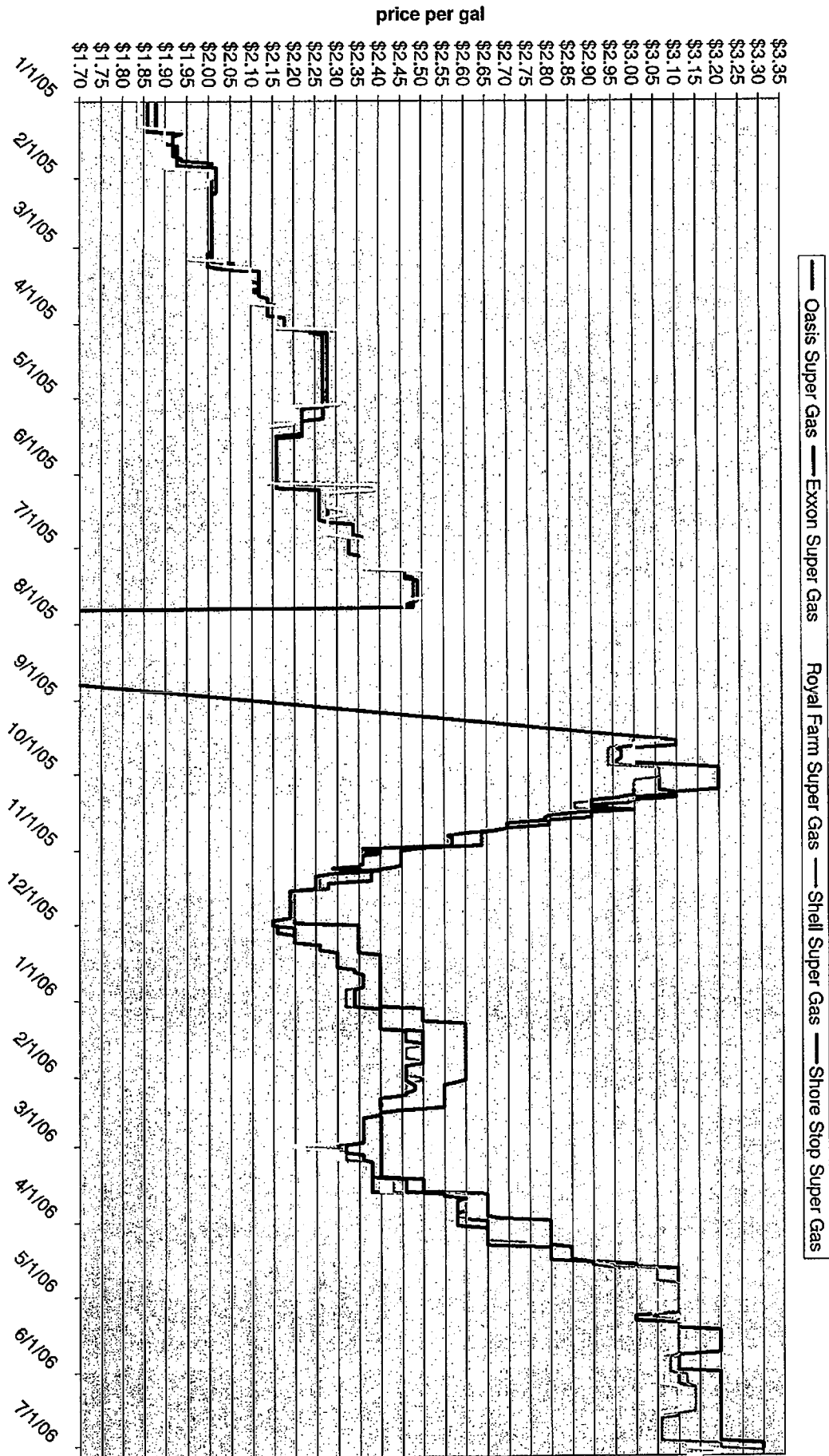


Exhibit 4

Laurel Gas and Fuel Sales by Month

Laurel Gas and Fuel Sales by Month		Sweet												CC Cmtc												Sweet Out											
	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Oct-05	Nov-05	Dec-05	Jan-06	Feb-06	Mar-06	Apr-06	May-06	CC Cmtc	Sweet Out	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07											
Regular	51,554	56,370	63,693	64,902	66,115	61,341	38,967	43,444	32,397	30,628	31,400	31,535	32,927	37,190	41,010	20,042	29,357	32,282	32,982	62,052	91,198	35,395	40,482	53,365	59,636	60,117											
Propane	7,241	7,637	6,630	7,339	7,929	6,255	2,892	2,383	4,134	3,109	2,894	3,399	3,943	3,516	3,695	2,292	2,569	2,924	3,641	3,785	2,355	2,542	2,592	2,547	2,547	2,547											
Super	4,043	4,551	4,697	4,830	5,115	3,741	3,441	4,630	3,056	1,861	1,825	1,975	1,975	2,189	2,189	1,661	2,044	2,281	3,079	2,033	3,073	2,033	3,073	1,985	2,547	2,547											
Total W/O Diesel	62,838	68,557	75,190	77,071	78,159	71,337	45,300	50,472	38,583	36,219	36,927	38,826	42,845	47,523	51,570	34,149	37,174	39,372	42,659	98,659	100,553	40,553	43,565	58,302	64,721	64,721											
Diesel Fuel	122,650	143,412	129,618	126,533	122,620	145,213	113,976	120,514	136,222	106,550	106,421	112,562	143,983	118,227	135,759	139,205	136,052	105,973	131,705	131,092	107,294	112,464	123,162	97,983	135,693	135,693											

Delmar Gas and Fuel Sales by Month

Delmar Gas and Fuel Sales by Month																											
	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07
Regular	50,384	54,371	62,373	118,676	107,066	123,424	101,438	80,349	89,945	77,867	85,960	74,966	85,762	89,961	100,692	118,535	117,143	123,094	63,561	55,052	71,146	81,207	102,626	8,347	8,347	8,347	8,347
Propane	8,431	7,802	7,531	9,075	8,575	9,459	5,989	5,199	5,756	6,162	6,463	5,944	6,119	6,505	6,609	6,271	6,106	7,261	4,862	3,785	4,416	4,066	6,385	5,385	5,385	5,385	
Super	4,079	4,700	4,371	5,623	5,217	6,184	4,848	3,565	3,987	4,589	4,082	3,979	4,971	6,705	4,736	5,187	6,422	7,289	4,102	3,947	4,102	83,246	84,652	81,640	67,231	67,231	
Total W/O Diesel	102,874	106,873	94,673	130,474	120,658	139,507	112,075	90,613	98,689	88,618	95,534	84,979	96,796	102,251	112,037	130,053	131,669	136,344	72,714	63,874	80,104	89,246	94,652	81,640	67,231	67,231	
Diesel Fuel	18,402	22,081	19,722	28,717	19,202	22,767	19,350	20,209	26,962	26,342	31,635	24,324	31,354	27,223	28,437	19,538	20,163	22,371	14,737	13,046	17,306	22,213	22,372	16,585	15,016	15,016	
Month	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07
Laurel Total W/O Diesel	62,838	68,627	63,190	77,071	78,159	71,337	45,300	50,472	38,583	35,588	36,219	36,927	38,826	42,845	47,523	31,570	34,149	37,174	39,372	98,659	100,553	40,553	43,565	58,302	64,721	64,721	
Delmar Total W/O Diesel	102,874	106,873	94,673	130,474	120,658	139,507	112,075	90,613	98,689	88,618	95,534	84,979	96,796	102,251	112,037	130,053	131,669	136,344	72,714	63,874	80,104	89,246	94,652	81,640	67,231	67,231	
Diesel Difference in Volume	40,026	38,446	31,483	63,403	41,699	67,869	65,775	40,188	39,082	53,020	59,315	48,152	47,210	53,408	64,514	88,003	97,520	101,170	3,342	13,494	39,741	45,343	38,550	42,142	23,544	23,544	

Laurel & Delmar Gasoline Sales Volume Comparison

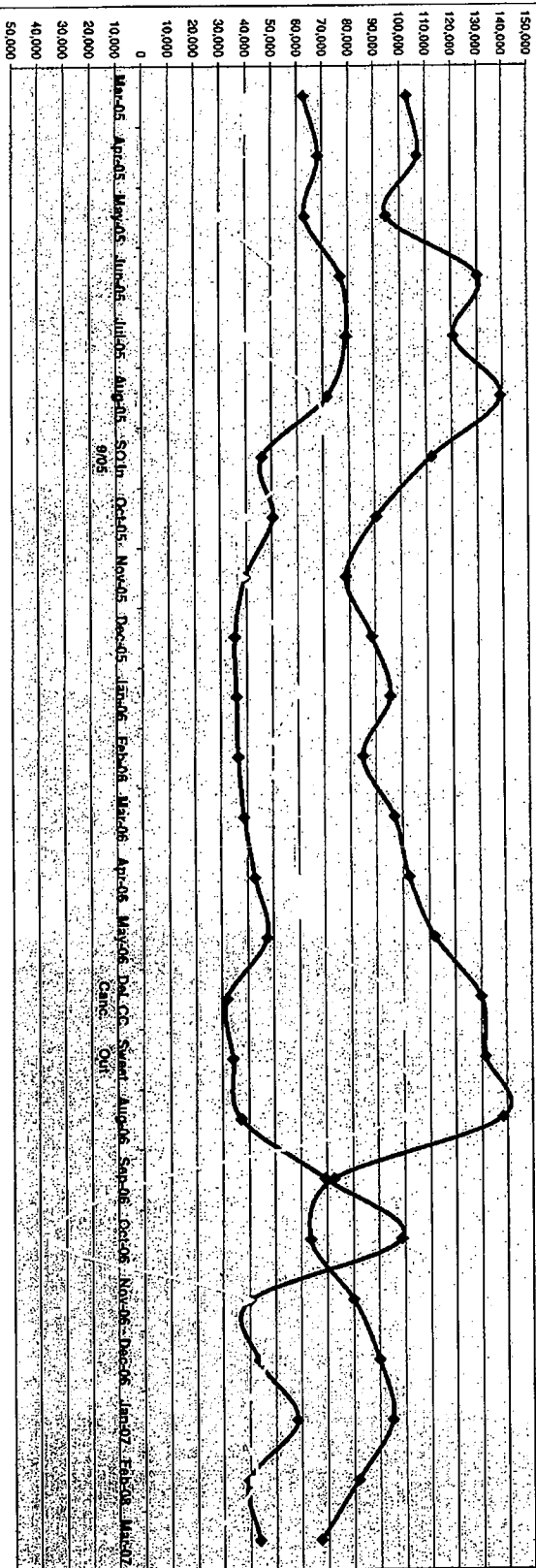


Exhibit 4A																											
Laurel Travel Plaza - Break Down																											
Year	Mar-03	Apr-03	May-03	Jun-03	Jul-03	Aug-03	Sep-03	Oct-03	Nov-03	Dec-03	Jan-04	Feb-04	Mar-04	Apr-04	May-04	Jun-04	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	Apr-05	May-05
Total	66,908.00	53,131.00	62,822.00	64,459.77	71,718.98	63,456.19	70,459.36	63,208.80	65,434.27	55,213.13	52,431.27	50,073.27	53,024.81	56,183.50	58,627.99	59,834.53	73,073.00	79,510.00	64,749.33	66,565.63	66,502.00	59,764.80	56,106.99	49,179.44	51,132.00	62,244.11	67,417.22
Delmar Travel Plaza - Break Down																											
Store Sales	26,225.00	29,444.00	31,195.00	34,415.00	34,795.00	40,124.00	39,456.00	32,748.00	33,177.00	32,730.00	33,150.00	31,112.00	32,735.00	35,517.00	35,037.00	37,547.00	44,493.00	43,158.00	33,942.00	30,592.00	29,353.00	31,382.00	27,795.00	24,738.00	34,487.00	38,119.00	43,650.00
Other Sales	16,520.00	18,421.00	20,726.00	23,451.00	23,071.00	26,531.00	24,622.00	21,252.00	21,329.00	22,301.00	18,524.00	17,655.00	20,245.00	21,561.00	22,881.00	22,554.00	26,084.00	24,676.00	22,725.00	20,745.00	19,773.00	15,852.00	14,197.00	13,324.00	16,553.00	19,777.00	22,457.00
Travel Agency Sales	41,735.00	51,155.00	52,595.00	61,155.00	72,564.00	74,564.00	64,564.00	59,975.00	60,753.00	60,753.00	63,795.00	62,395.00	62,395.00	61,050.00	60,894.00	66,022.00	70,071.00	73,565.00	61,297.00	57,200.00	54,288.00	47,200.00	44,867.00	54,248.00	54,157.00	65,032.00	70,207.00
Laurel Travel Plaza - Store Sales																											
Travel Agency Sales	41,735.00	51,155.00	52,595.00	61,155.00	72,564.00	74,564.00	64,564.00	59,975.00	60,753.00	60,753.00	63,795.00	62,395.00	62,395.00	61,050.00	60,894.00	66,022.00	70,071.00	73,565.00	61,297.00	57,200.00	54,288.00	47,200.00	44,867.00	54,248.00	54,157.00	65,032.00	70,207.00
Laurel Travel Plaza - Other Sales																											
Travel Agency Sales	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00
Laurel Difference In Sales Volume																											
	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00	3,173.00

Comparative Analysis of Laurel and Delmar Store Sales

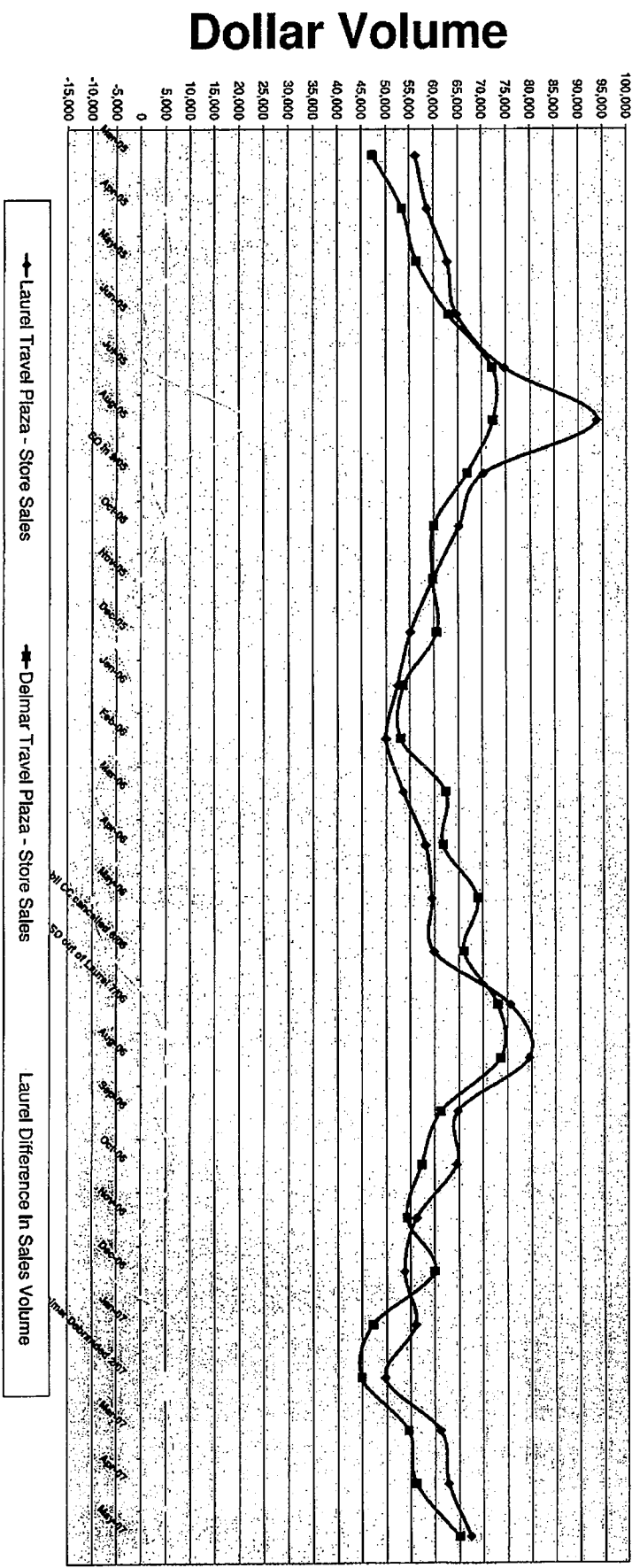


Exhibit 3

Comparative Analysis of Laurel & Delmar Hardees Sales Volume

Month	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07
Laurel Hardees Sales	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500
Delmar Hardees Sales	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500
Laurel Difference In Sales Volume	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500	18,500

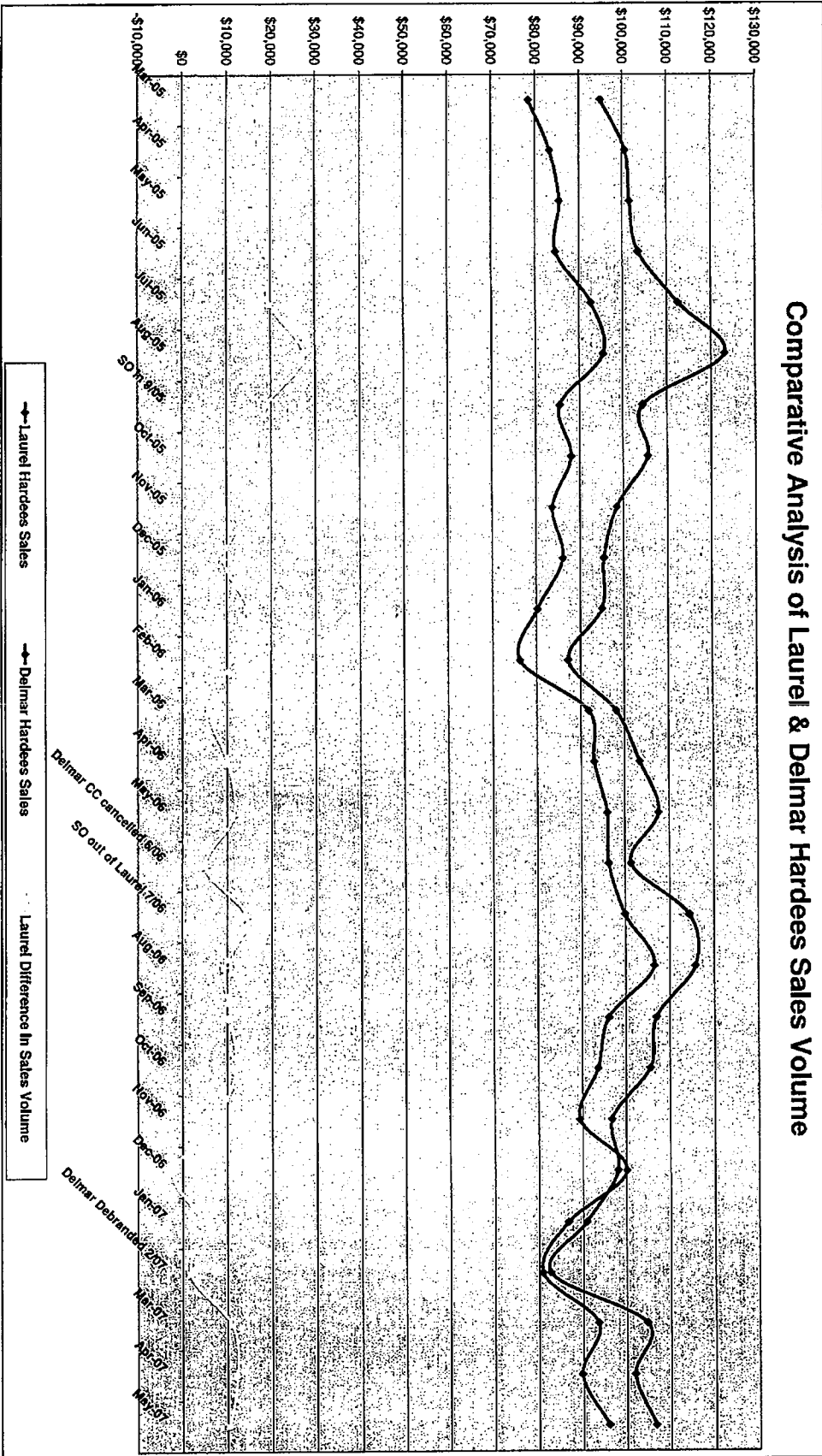


Exhibit 7

ECONOMIC DAMAGE CALCULATIONS - Page 1

Gasoline Lost Profits:

Monthly Average Price To Street	Monthly Average W/Sweet	Average Total Volume Difference	Avg. Mo. Lost Regular Vol.	Avg. Mo. Lost Mid-Grade Vol.	Avg. Mo. Lost Hi-Treat Vol.	Avg. Mo. Lost Hi-Treat Vol.
70.435	40.019	30,416	28,075	2,420	1,921	1,921
		10	10	10	10	10
		304,162	280,749	24,200	19,214	19,214

Commissions Rate Per Gal.

TOTAL Commissions Lost:

0.04	0.04	0.06
\$10.430	\$988	\$1,153

Gasoline
Calculated
Lost Profits
\$12,551

Projected Lost Gas Profits:

Projected Lost Gas Profits:	Monthly Average Price To Street	Monthly Average W/Sweet	Projected Volume	Projected Average Increase Per Month	12-Month Projection											
					Dec-05	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06
Total Gas W/O Diesel	70.435	187,000	3,036	82,659	85,715	88,771	91,827	94,883	97,939	100,995	104,051	107,107	110,163	113,219		
10 Mo. Total Projection Gas W/O Diesel	872,430															
LESS: 10 Mo. Actual Gas Sales W/ Sweet	400,190															
10 Mo. Total Projected Gas Sales W/ Sweet	472,240															
Regular Volume @88.93%	394,887															
Super Volume @90.24%	48,357															
Super Volume @96.14%	28,996															
Total Lost Volume	472,240															
Volume %s Based on Proceeding 3 Mozs.																

Exhibit 7, pg 2
ECONOMIC DAMAGE CALCULATIONS - Page 2

Oasis Restaurant Lost Profits

	Avg. Pre-Sweet	Avg. w/Sweet	Difference	Mo. Lost Sales
Actual Oasis Rest. Sales	\$23,729	\$25,436	(\$1,707)	
Debra Pizza Boys Rest. Sales	\$25,431	\$29,990	\$4,448	
Actual Difference in Sales Volume	(\$1,702)	(\$1,454)	\$4,772	\$47,720 At 70% Gross Profit =

Oasis
Calculated
Lost Profits
\$33,404

Projected Oasis Restaurant Lost Profits:

	Avg. Pre-Sweet	Projected Mo. Increase	Oct-05	Nov-05	Dec-05	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	TOTAL Projected Oasis Volume Lost Profits
Monthly Projected Oasis Sales	\$23,759	\$0,150										
Base Line Average	\$23,763	\$0 In 2005	\$31,909	\$38,059	\$50,359	\$56,509	\$62,659	\$68,809	\$74,959	\$81,109	\$87,259	\$395,806

Total Projected Oasis Rest. Sales	\$296,336
LESS: Actual Oasis Sales	\$239,078
Projected Lost Oasis Sales	\$345,760 At 70% Gross Profit Margin = Projected Lost Oasis Rest. Profits

Oasis
Projected Total
Lost Profits
\$242,032

Convenience Store Lost Profits:

	Avg. Pre-Sweet	Avg. w/Sweet	Difference	Mo. Lost Sales
Laurid Travel Plaza - Store Sales	\$68,566	\$59,460	(\$9,106)	
Debra Travel Plaza - Store Sales	\$69,879	\$61,348	\$8,531	
Actual Difference in Sales Volume	\$7,807	(\$2,888)	\$10,695	\$105,750 At 45% Gross Profit Margin =

C-Store
Calculated
Lost Profits
\$47,587

Projected Convenience Store Lost Profits:

	Avg. Pre-Sweet	Projected Mo. Increase	Oct-05	Nov-05	Dec-05	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	TOTAL Projected Store Sales
Monthly Projected Store Sales	\$68,566	\$0,150										
Base Line Average	\$68,566	\$0 In 2005	\$71,809	\$85,259	\$101,939	\$110,281	\$118,624	\$126,967	\$135,310	\$143,653	\$151,996	\$1,144,521

Total Projected Store Sales	\$1,144,521
LESS: Actual Store Sales	\$394,398
Projected Lost Store Sales	\$559,922 At 45% Gross Profit Margin = Lost Store Profits

C-Store Projected
Lost Profits
\$251,964

Exhibit 8

SUMMARY OF LAUREL LOSSES NOT INCLUDING INTERFERENCE LETTER LOSSES

	Scenario 1	Scenario 2	Scenario 3
	Calculated Losses	Projected Losses	Average of Calculated & Projected
Gasoline Lost Profits w/Sweet:	\$12,951	\$19,470	\$16,010
Hardees Lost Profits:	\$42,906	\$249,424	\$146,165
Oasis Restaurant Lost Profits	\$33,404	\$242,032	\$137,718
Convenience Store Lost Profits:	\$47,587	\$251,964	\$149,776
TOTAL LOSSES:	(\$136,448)	(\$762,890)	(\$449,669)
<i>Weighting Factor Multiplier</i>	5	1	2
Weighted Results	(\$682,239)	(\$762,890)	(\$899,337)

These Figures DO NOT Include Laurel & Delmar
Lost Gas Profits due to the interference letter.

Calculated Losses - Weighted	Scenario 4
	(\$682,239)
Projected Losses - Weighted	(\$762,890)
Avg. of Calculated & Projected Losses -Weighted	(\$899,337)
Total Weighted Values	(\$2,344,466)
Divided by total weighting factor	8
LAUREL Weighted Average Losses	(\$293,058)

Scenario Summary INCLUDING Interference Letter Losses - Laurel

	Scenario 1	Scenario 2	Scenario 3	Scenario 4
	Calculated Losses	Projected Losses	Average of Calculated & Projected	Weighted Average
Laurel Gas, C-Store, Hardees & Restaurant Losses	(\$136,448)	(\$762,890)	(\$449,669)	(\$293,058)
Plus LAUREL Lost Gas Profits From Interference Letter	(\$158,261)	(\$158,261)	(\$158,261)	(\$158,261)
TOTAL LAUREL LOST PROFITS	(\$338,077)	(\$964,519)	(\$719,522)	(\$451,319)

DELMAR Lost Profits From Franchise Termination and Residual Effects of Termination Letter	(\$43,368)
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TOTAL LOST PROFITS FROM LAUREL AND DELMAR (\$494,687)

Exhibit 9

Laurel & Delmar Hardees Sales Trends Prior To Sweet Takover

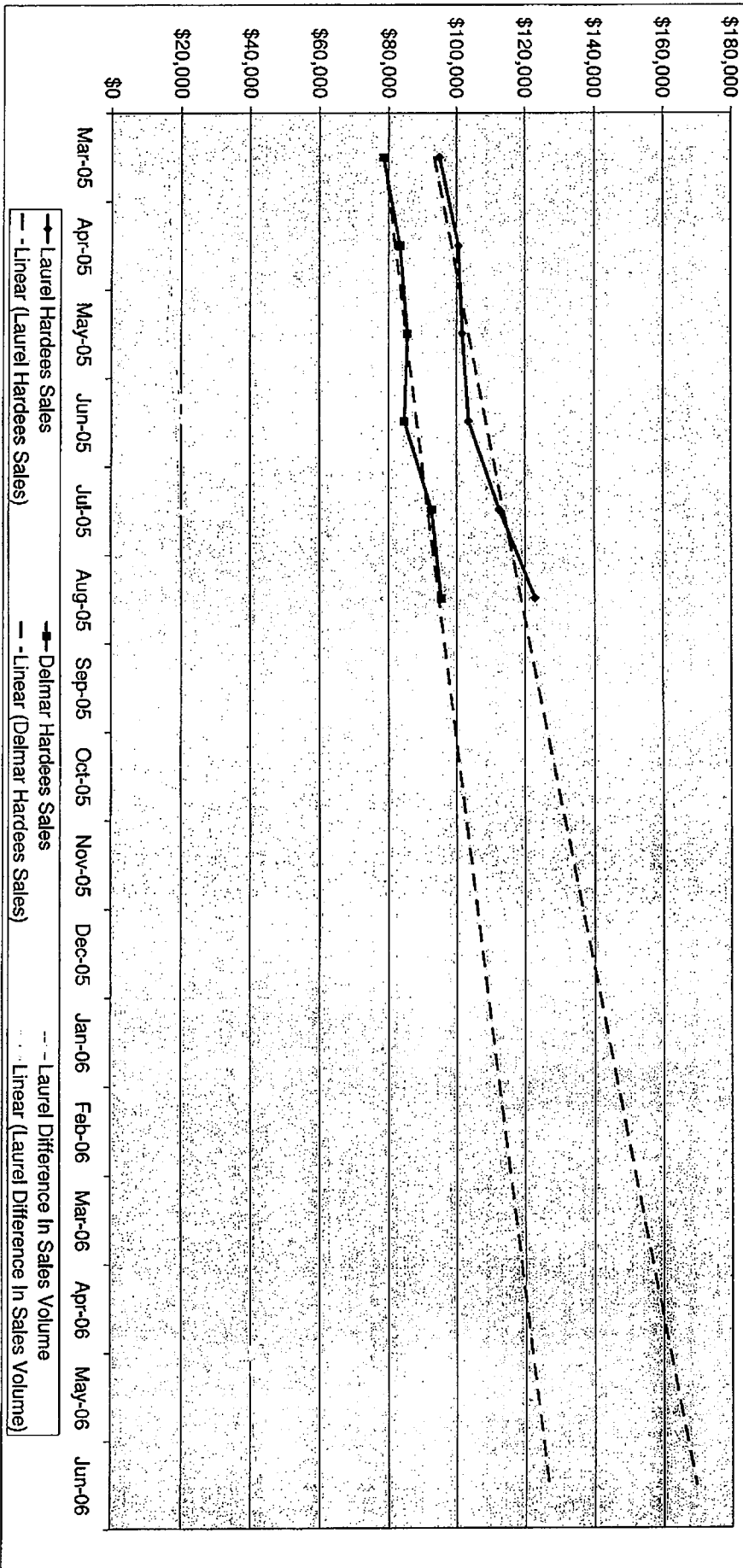
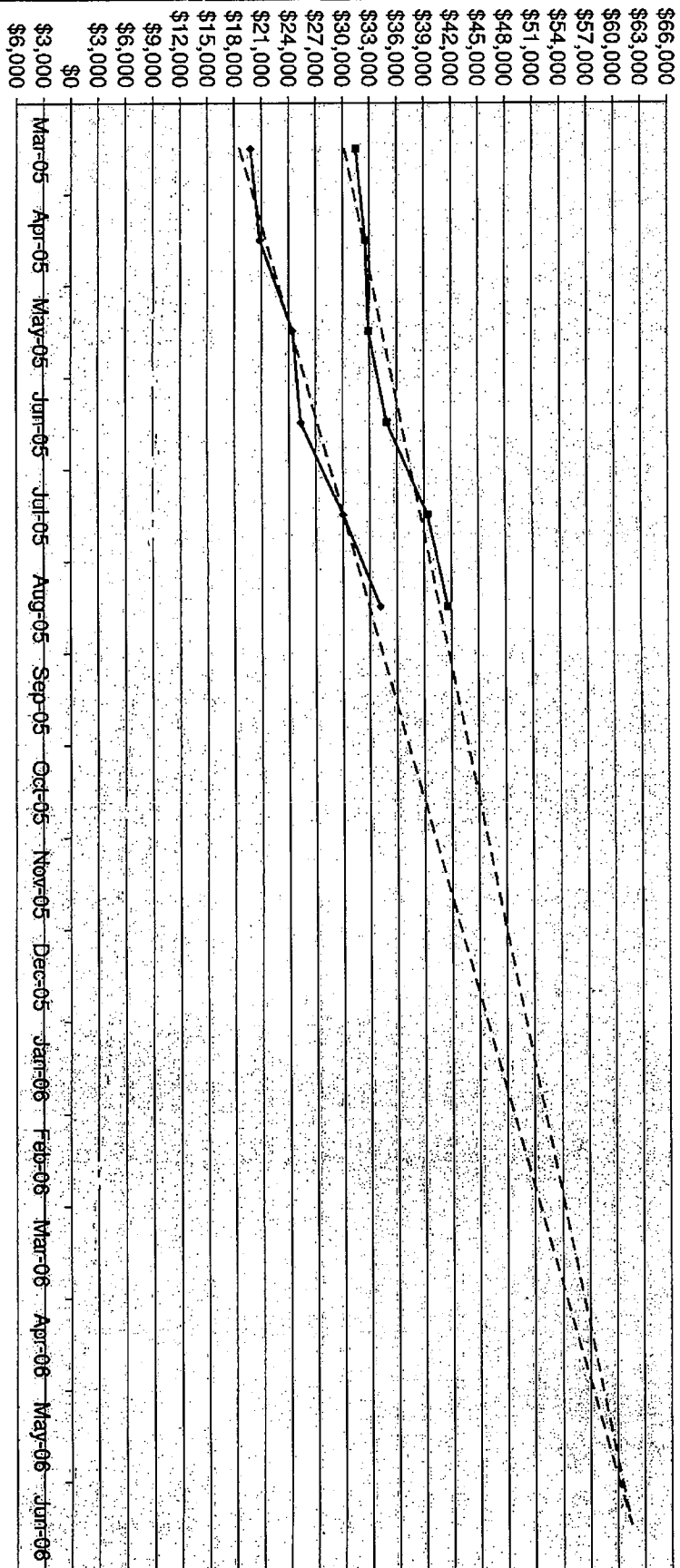


Exhibit 18

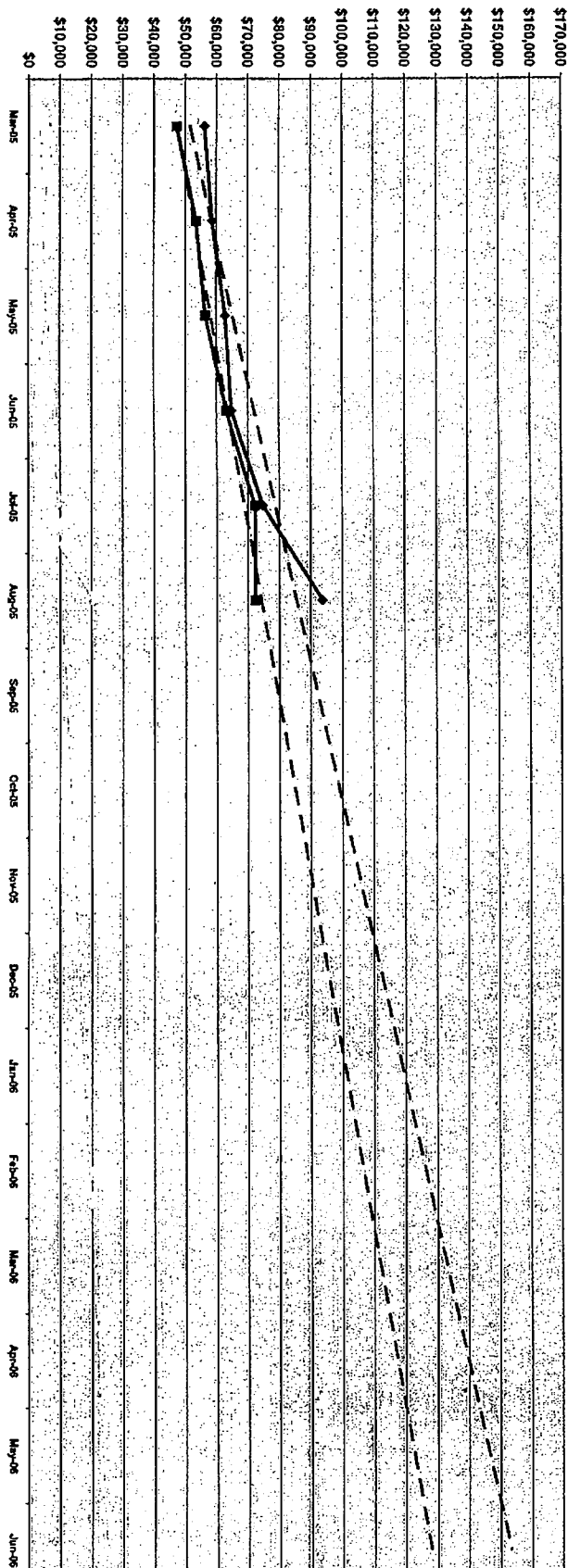
Laurel & Delmar Projected Restaurant Sales Trend Prior To Sweet Takeover



→ Laurel Oasis Sales
 -- - Linear (Delmar Pizza Boys)
 → Delmar Pizza Boys
 -- - Linear (Laurel Oasis Sales)
 . . . Delmar / Laurel Sales Variance
 . . . Linear (Delmar / Laurel Sales Variance)

Exhibit 9

Laurel & Delmar Store Sales Trend Prior To Sweet Takover



◆ Laurel Travel Plaza - Store Sales
 - - - Laurel (Laurel Travel Plaza - Store Sales)
 ◆ Delmar Travel Plaza - Store Sales
 - - - Delmar (Delmar Travel Plaza - Store Sales)
 - - - Laurel Difference in Sales Volume
 - - - Delmar Difference in Sales Volume

6 Months Prior To Sweet	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Average
Laurel Travel Plaza - Store Sales	\$5,206	\$4,728	\$2,333	\$4,860	\$4,710	\$3,658	\$4,565
Delmar Travel Plaza - Store Sales	\$7,258	\$3,555	\$5,252	\$3,133	\$2,494	\$2,438	\$4,056
Laurel Difference in Sales Volume	\$3,948	\$1,174	\$2,917	\$1,726	\$2,216	\$1,220	\$4,509
6 Months After Sweet	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Average
Laurel Travel Plaza - Store Sales	\$4,832	\$6,206	\$9,846	\$5,219	\$2,735	\$2,025	\$5,143
Delmar Travel Plaza - Store Sales	\$4,832	\$6,206	\$9,846	\$5,219	\$2,735	\$2,025	\$5,143
Laurel Difference in Sales Volume	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Exhibit 12

Laurel & Delmar Gas Volume Trend Prior To Sweet Takover

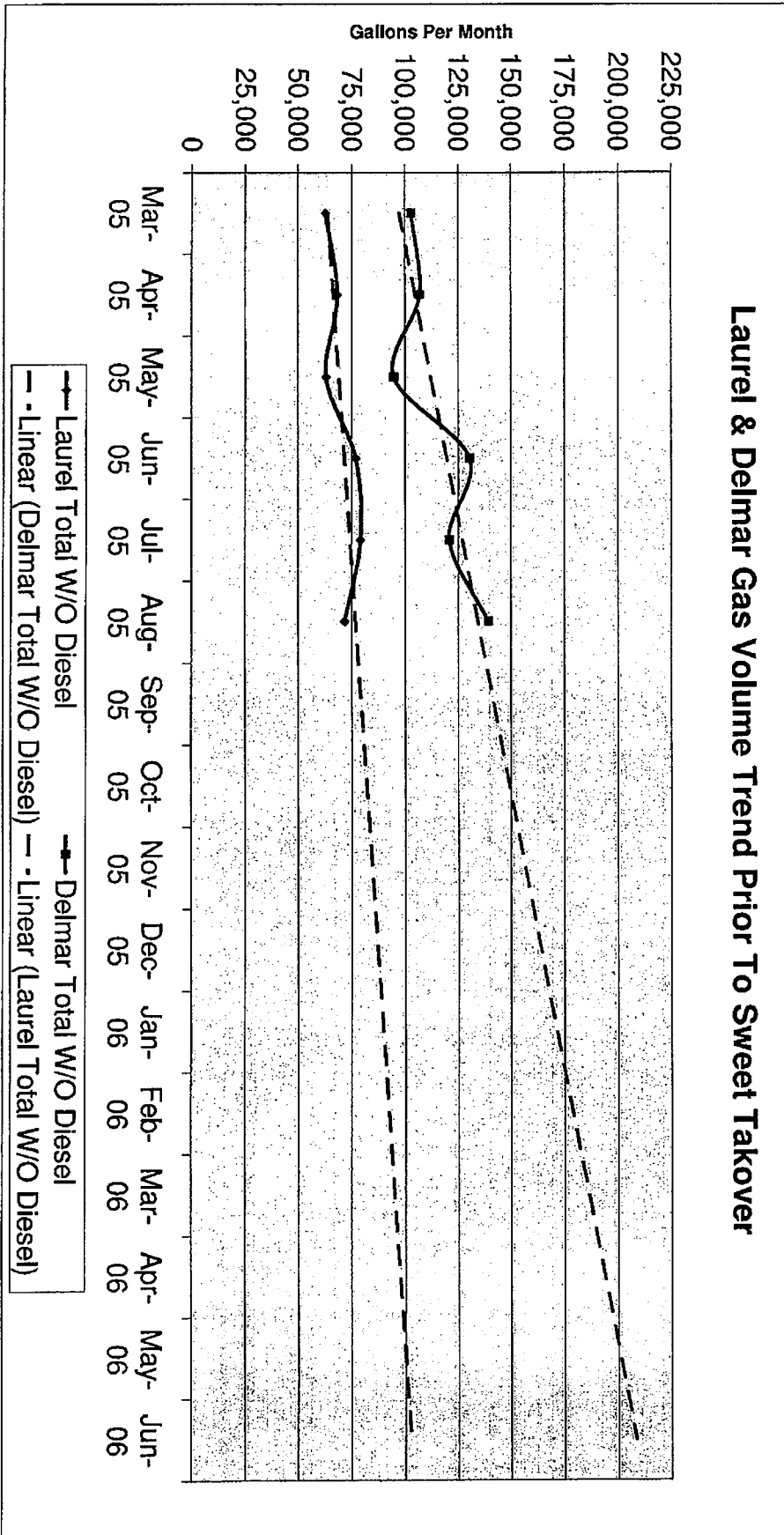


Exhibit 13

Damage Due To Sweet Oil's Interference Letters And Delmar's Franchise Termination

Oasis (Delaware store) canceled with Sweet Oil on July 11, 2006.

Delmar canceled with Sweet Oil on Feb. 5, 2007.

Started buying from Mansfield Oil on Oct. 31, 2007.

Summarized loss from sales data.

Total Delaware gas gallons 848,775 X .0464 = \$39,383.00

Total Delaware fuel gallons 2,035,582 X .0584 = \$118,878.00

Total Delaware Gas & Fuel Losses	\$158,261.00
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Total Maryland gas gallons 632,957 X .0605 = \$38,294.00

Total Maryland fuel gallons 165,818 X .0306 = \$5,074.00

Total Maryland Gas & Fuel Losses	\$43,368.00
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Total Gas Losses	\$ 201,629.00
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Delmar, Maryland Gas & Fuel Gallons Sold					
Date	Gas Total	Regular	Mid	Premium	Fuel
2007					
February	81,640	70984	5347	5309	16585
March	67,231	60181	3948	3101	15018
April	84,136	75392	5058	3685	20580
May	90,652	81112	3692	5849	19835
June	80,792	72537	3490	4765	18257
July	86,789	77270	3725	5794	18724
August	62,751	55223	3288	4241	21130
September	39,632	34352	2640	2640	17757
October	39,333	34193	2607	2532	17933
	632,957	561,245	33,795	37,917	165,818

Laurel, Delaware Gas & Fuel Gallons Sold					
Date	Gas Total	Regular	Mid	Premium	Fuel
2006					
July	34,149	29,537	2,568	2,044	136,052
August	37,174	32,282	2,624	2,268	150,973
September	69,372	62,052	3,641	3,679	131,765
October	98,658	91,198	3,753	3,707	131,092
November	40,363	35,395	2,935	2,033	107,384
December	43,565	40,492	0	3,073	112,484
2007					
January	58,302	53365	2942	1995	123162
February	39,498	35653	2291	1554	97993
March	43,727	38649	2964	2114	135663
April	44,124	39065	3013	2046	143448
May	45,412	40181	3130	2101	154097
June	54,104	48313	3078	2713	137588
July	57,892	50976	3714	3202	130415
August	83,986	76708	4475	2803	142319
September	50,002	44495	3249	2258	94119
October	48,447	43324	3236	1887	107028
	848,775	761,685	47,613	39,478	2,035,582

(Difference in Gas and Fuel Cost Between Mansfield and Petroleum Traders)

Date	Gas	Fuel	Gas	Fuel	Gas Difference	Fuel Difference
10/26/07	2.3300	2.5900	2.3850	2.6200	0.0550	0.0300
11/02/07	2.5025	2.7190	2.5550	2.7710	0.0525	0.0520
11/09/07	2.5050	2.7720	2.5350	2.7826	0.0300	0.0106
11/16/07	2.4290	2.7300	2.4750	2.7328	0.0460	0.0028
11/23/07	2.5195	2.8450	2.5765	2.8855	0.0570	0.0405
11/30/07	2.2700	2.6709	2.3215	2.6901	0.0515	0.0192
12/07/07	2.2655	2.6359	2.3265	2.6247	0.0610	-0.0112
12/14/07	2.3375	2.6763	2.3915	2.6905	0.0540	0.0142
12/21/07	2.3900	2.6848	2.4626	2.7385	0.0726	0.0537
12/28/07	2.4800	2.6950	2.5524	2.7167	0.0724	0.0217
01/04/08	2.5100	2.7375	2.5921	2.7642	0.0821	0.0267
01/11/08	2.3700	2.6000	2.4244	2.6385	0.0544	0.0385
01/18/08	2.3150	2.5774	2.3900	2.6311	0.0750	0.0537
01/25/08	2.3400	2.5800	2.4241	2.6565	0.0841	0.0765
				average	0.0605	0.0306
					Cents Per Gallon	

(Difference in Gas and Fuel Cost Between Mansfield and Petroleum Traders)

Date	Gas	Fuel	Gas	Fuel	Gas Difference	Fuel Difference
10/26/07	2.3300	2.5900	2.3850	2.6200	0.0550	0.0300
11/02/07	2.5025	2.7190	2.5550	2.7710	0.0525	0.0520
11/09/07	2.5050	2.7720	2.5350	2.7826	0.0300	0.0106
11/16/07	2.4290	2.7300	2.4750	2.7328	0.0460	0.0028
11/23/07	2.5195	2.8450	2.5765	2.8855	0.0570	0.0405
11/30/07	2.2700	2.6709	2.3215	2.6901	0.0515	0.0192
12/07/07	2.2655	2.6359	2.3265	2.6247	0.0610	-0.0112
12/14/07	2.3375	2.6763	2.3915	2.6905	0.0540	0.0142
12/21/07	2.3900	2.6848	2.4626	2.7385	0.0726	0.0537
12/28/07	2.4800	2.6950	2.5524	2.7167	0.0724	0.0217
01/04/08	2.5100	2.7375	2.5921	2.7642	0.0821	0.0267
01/11/08	2.3700	2.6000	2.4244	2.6385	0.0544	0.0385
01/18/08	2.3150	2.5774	2.3900	2.6311	0.0750	0.0537
01/25/08	2.3400	2.5800	2.4241	2.6565	0.0841	0.0765
				average	0.0605	0.0306
Cents Per Gallon						

EXHIBIT M

10/3/02

PENINSULA OIL CO., INC.

and

CHESAPEAKE PRODUCTS & SERVICE, INC.

Dealer Agreement

Motor Fuels

THIS AGREEMENT ("Agreement") is made this 3 day of October, A.D. 2002, between PENINSULA OIL CO., INC., a Delaware corporation (hereinafter the "Company"), with offices at South Market Street, P. O. Box 389, Seaford, Delaware 19973, party of the first part, and CHESAPEAKE PRODUCTS & SERVICES, INC., a Delaware corporation, and B.C.G., INC., a Delaware corporation (hereinafter collectively called the "Dealer"), doing business at premises located at Map 11 Grid 24 Parcel 44, Wicomico County, Maryland, (hereinafter called the "Premises"), parties of the second part.

WITNESSETH

1. **TERM OF AGREEMENT:** This Agreement shall be in effect for a period of ten (10) years, beginning on or about March 1, 2002, and terminating on or about March 1, 2012, unless sooner terminated as herein provided or unless renewed by agreement of the parties.

2. **PRODUCTS AND QUANTITIES:**

a. The Company shall sell and deliver to the Dealer and the Dealer shall purchase and take from the Company during the above term, the Dealer's requirements of the Company's gasolines, diesel, fuel and kerosene at the above Premises of the Dealer. The Dealer shall not, during the term of this Agreement, sell any goods of any other person or entity, which shall, in any way, compete with the sale of the goods covered by this Agreement. This Agreement shall only apply to the above location, unless the parties amend this Agreement to include other locations.

b. If the Dealer breaches any of the provisions of this Agreement, the Dealer agrees to reimburse the Company in the amount of three cents (3¢) per gallon for each gallon of gasoline sold by the Dealer during the four-year period beginning on or about March 1, 2002, and terminating on or about March 1, 2006. This is in recognition that the Company will receive from Mobil three cents (3¢) per gallon for gasoline sold to the Dealer during the above four-year period (which payment is referred to among the Company, the Dealer and Mobil as an incentive payment), that the Company will, in turn, pay such three cents (3¢) to the Dealer, and that the Company is liable to repay Mobil such three cents (3¢) per gallon according to the following schedule:

FARRE & BAILEY, P.A.
ATTORNEYS AT LAW
P.O. BOX 131
GLASSBORO, NJ 07033-0131

PHONE: (609) 749-5144
FAX: (609) 749-8273

<u>Year Debranded</u>	<u>% of Incentive to be Returned to Mobil</u>
Years 1 through 5	100%
Year 6	80%
Year 7	60%
Year 8	40%
Year 9	30%
Year 10	20%

Should the Company be required to repay Mobil any incentive payment because of debranding prior to March 1, 2012, the Dealer agrees to pay the Company such amount repaid to Mobil. As partial security for the Dealer's obligation to the Company, the Dealer agrees to execute a mortgage on the Premises, which mortgage shall be at least a second mortgage.

3. **GASOLINE PRICING.** The price the Dealer pays the Company for gasoline will be computed pursuant to the following formula: the posted terminal price on the date of delivery, plus any federal, state or local environmental fees charged at the terminal rack, plus any taxes now or thereafter charged by Federal, State or Local authorities collected at the terminal rack or collected from the Dealer and paid by the Company, ~~plus the common carrier freight rate per gallon from the terminal to the Premises, including any fuel or other surcharges charged by the common carrier, plus profit to the Company of \$0.01 per gallon,~~ plus current and future taxes, such as gross receipts taxes. The Dealer will receive the benefit of any discounts or TVAs below the rack price, but not any prompt pay discounts received by the Company.

4. **TERMS.** The Dealer shall pay the Company within seven (7) days following delivery. The Company shall reconcile all credit card payments weekly from the previous week's credit card purchases. If the Dealer fails to comply with any payment requirements imposed by the Company, the Company is entitled to suspend its deliveries pending such failure or refusal or it may terminate this Agreement. If the Company fails to comply with any payment requirements as herein provided, the Dealer may terminate this Agreement.

5. **TAXES.** In addition to the provided purchase price, the Dealer shall pay all duties, taxes and other charges now or hereafter imposed by any federal, state or other governmental authority in the United States with respect to the importation, production, transportation, manufacture, sale, delivery or use of any of the products covered by this contract which the Company may be required by any such authority or otherwise to assume, pay or collect.

6. **DELIVERIES AND INVENTORY RECONCILIATION.** All products shall be delivered to the above Premises of the Dealer and the Company shall make deliveries in its usual manner. The Dealer shall keep accurate records on the Premises showing the type or product and periodic reconciliation between sales, use, receipts and inventory on hand and the Company shall have the right to inspect the same at any reasonable time. The Company reserves

the right to refuse to make deliveries into any storage equipment of the Dealer, which, in the sole judgement of the Company, is unsafe or otherwise unsatisfactory for the receipt of deliveries.

7. **TITLE OF FUELS TO REMAIN IN COMPANY UNTIL PAYMENT.** Title to the fuels shall remain in the Company until the purchase price herein specified has been received.

8. **BRANDS.** The Dealer shall resell the products purchased under the Company's names, trademarks and brands. The Company reserves the right to change, discontinue, add and/or adopt any product, grade, brand and /or trade name of its products. If the Mobil Brand becomes unavailable, the Company and the Dealer shall mutually agree on what brand the Dealer will resell.

9. **BREACH.** In the event the Dealer breaches any of the provisions of this Agreement, the Company, at its sole option, may suspend or refuse deliveries hereunder and the Dealer's obligation to repay the debranding incentive set forth in paragraph 2 shall remain an obligation of the Dealer according to the terms of this Agreement. Upon the expiration or any termination of the term hereof, any unpaid account of the Dealer with the Company shall become immediately due and payable. In the event the Company breaches any of the provisions of this Agreement, the Dealer, at its sole option, may terminate this Agreement and the Dealer will not be precluded from seeking other remedies which the Dealer may have against the Company for said breach.

10. **COSTS TO BE PAID BY DEALER.** The Dealer agrees to pay all equipment and communication costs associated with the acceptance of credit cards whether or not processed through the Company.

11. **WAIVER AND AMENDMENTS.** No representative of the Company has authority to waive any provisions or to modify or to change the terms of this Agreement except by supplemental written agreement executed by a duly authorized officer of both the Company and the Dealer.

12. **NOTICES.** All notices shall be in writing, may be given to the Dealer by personal service or to either the Dealer or the Company by certified or registered letter or telegram and, in the latter instances, notice shall be deemed given when the letter is deposited in the mail or telegram is deposited with the telegraph company, postage or charges prepaid and directed to the party for whom intended, at such party's address first herein specified or such other address as such party may have substituted therefore by notice so given to the other.

13. **THE COMPANY AND THE DEALER.** The relationship between the Company and the Dealer is that of vendor and purchaser. The Dealer is an independent contractor and shall not have authority to act for or to bind the Company, in any way, or to represent that the Company, in any way, is responsible for the acts of the Dealer. The company shall not have authority to act for or bind the Dealer, in any way, or to represent that the Dealer, in any way, is responsible for the acts of the Company. This Agreement does not establish a joint venture.

agency or partnership between the parties nor does it create an employer-employee or franchisor-franchisee relationship. The Dealer shall bear sole responsibility for any statements or claims of the Dealer regarding the products which have not been authorized in advance and in writing by the Company. The parties shall indemnify and save each other harmless from and against any and all liability, loss, damages, costs or expenses which they may incur in the event a party does not comply with the obligations specified in this paragraph.

14. **TERMINATION OF CONTRACT.** The parties reserves the right to terminate this Agreement prior to the end of the primary term hereof, and prior to the end of any term thereafter, by notice given in accordance with applicable law, upon any grounds provided in any applicable law, statute, rule or regulation, including by way of illustration, but not limited to:

- a. A party's failure to comply with any reasonable and material provision hereof;
- b. A party's failure to exert good faith efforts to carry out a provision of this Agreement;
- c. The occurrence of any event which is reasonable relevant to the relationship of the parties under this Agreement including, for example, but not by way of limitation:
 - 1. Fraud or criminal misconduct by a party;
 - 2. A party's bankruptcy or judicially-determined insolvency;
 - 3. A party's failure to pay the other party in a timely manner when due all sums to which either party is legally entitled; or
 - 4. Purposeful adulteration, mislabeling of motor fuels or other trademark violations by a party.
- d. In addition to the above, the Dealer reserves the right to terminate this Agreement at any time in the event the Dealer, in its sole discretion, determines that the Company's fuel prices are not competitive.

15. **PAYMENT OF COMPENSATION UPON TERMINATION.** Upon the termination of this Agreement, all accrued but unpaid amounts up to and through the date of such termination, including Mobil incentive money, shall be paid to the party entitled thereto. Payment shall be made as soon as the amount due is determined.

16. **INSURANCE.** The Dealer shall maintain pollution liability insurance in amounts reasonably satisfactory to the Company, naming the Company as an additional insured party. The Dealer shall also maintain liability insurance in amounts as required by law. This liability policy shall name the Company as an additional insured. The Dealer shall annually provide the Company with copies of certificates evidencing these insurance coverages.

17. **FORCE MAJEURE.** The Company shall not be held responsible for any damage or loss to the Dealer resulting from failure or delay in making deliveries which may be due to strike, accident, fire, war, insufficient supply of such products, failure or delay in transportation, Act of God or any other cause beyond the Company's control, whether or not similar to the causes enumerated herein. The Company may apportion its available supply among its customers in such manner as is required by law.

18. **ASSIGNMENT.** This Agreement is not assignable by the Dealer without the prior written consent of the Company, which shall not be unreasonably withheld, and otherwise is binding on and for the benefit of the Company and the Dealer and their respective legal representatives, successors and assigns. Notwithstanding a permitted assignment by the Dealer, the Dealer's obligation to repay the debranding incentive set forth in Paragraph 2 shall survive such assignment and shall remain an obligation of the Dealer following such assignment.

19. **ENTIRETY-RELEASE-EXECUTION-SUCCESSION.** This Agreement comprises the entire agreement, and merges and supersedes all prior contracts, representations and warranties (oral or written, express or implied) between the Company and the Dealer concerning the subject matter or in consideration hereof. Neither this Agreement nor any subsequent agreement amending or supplementing this Agreement shall be binding on the parties unless it is signed by authorized representatives of the parties.

20. **MISCELLANEOUS.**

a. This Agreement shall be construed under and in accordance with the laws of the State of Delaware, notwithstanding the fact the Premises are situate in Maryland.

b. In case any one or more of the provisions contained in this Agreement shall be, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

c. No waiver by the parties hereto of any breach or default of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

d. In the event either party breaches any of the terms of this Agreement and the party not in default employs Attorneys to protect or enforce its rights hereunder and prevails, the defaulting party agrees to pay the other party reasonable Attorneys fees and costs it so incurred.

EXECUTED as of the date first herein specified.

ATTEST:

PENINSULA OIL CO., INC.
A Delaware Corporation

Secretary

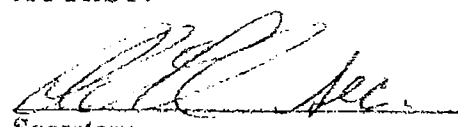
BY:  _____

President

(Corporate Seal)

ATTEST:

CHESAPEAKE PRODUCTS & SERVICES, INC.

 _____
Secretary

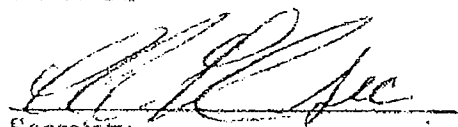
BY:  _____

President

(Corporate Seal)

ATTEST:

B. C. G., INC., a Delaware corporation

 _____
Secretary

BY:  _____

President

(Corporate Seal)

IN THE UNITED STATES DISTRICT COURT

DISTRICT OF DELAWARE

BCG, INC. and CHESAPEAKE
PRODUCTS & SERVICES,

Plaintiffs,

v.

GLES, INC., d/b/a SWEET OIL
COMPANY

Defendant/Third-Party
Plaintiff,

v.

SUNOCO, INC.,

Third-Party
Defendant

C.A. No. 07-cv-207(GMS)

TRIAL BY JURY
OF TWELVE DEMANDED

CERTIFICATE OF SERVICE

I, D. Benjamin Snyder, hereby certify that on this 22nd day of August, 2008, I caused to be electronically filed a true and correct copy of the **PLAINTIFFS' OPPOSITION TO DEFENDANT'S MOTION *IN LIMINE* TO PRECLUDE ADMISSION OF EVIDENCE AND TESTIMONY OF ALLEGED DAMAGES SUFFERED BY CHESAPEAKE PRODUCTS & SERVICES, INC.** with the Clerk of the Court using CM/ECF, which will send notification that such filing is available for viewing and downloading to the following counsel of record:

Seth J. Reidenberg, Esquire Young, Conaway, Stargatt & Taylor, LLP The Brandywine Building 1000 West Street, 17 th Floor P.O. Box 391 Wilmington DE 19899-0391	Matthew A. Kaplan, Esquire Pepper Hamilton, LLP Hercules Plaza, Suite 5100 1313 Market Street P.O. Box 1709 Wilmington DE 19899-1709
Hugh J. Hutchinson, Esquire Leonard, Sciolla, Hutchinson, Leonard & Tinari, LLP 1515 Market Street, 18th Floor Philadelphia, PA 19102	A. Christopher Young, Esquire Pepper Hamilton, LLP 3000 Two Logan Square 18th and Arch Streets Philadelphia, PA 19103-2799

I further certify that on this 22nd day of August, 2008, I caused a copy of the foregoing
**PLAINTIFFS' OPPOSITION TO DEFENDANT'S MOTION *IN LIMINE* TO
 PRECLUDE ADMISSION OF EVIDENCE AND TESTIMONY OF ALLEGED
 DAMAGES SUFFERED BY CHESAPEAKE PRODUCTS & SERVICES, INC** to be served
 by U.S. Mail, postage prepaid, to the above-listed counsel of record.

PRICKETT, JONES & ELLIOTT, P.A.

By: 

David E. Brand (DE Bar No. 201)
 John W. Paradee (DE Bar No. 2767)
 D. Benjamin Snyder (DE Bar No. 4038)
 11 North State Street
 Dover, Delaware 19901
 (302) 674-3841

and

Harry C. Storm
 Lerch, Early & Brewer, Chartered
 3 Bethesda Metro Center, Suite 460
 Bethesda, MD 20814

Attorneys for the Plaintiffs

DATED: August 22, 2008